RESOLUTION NO 2016-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH APPROVING AND IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION (HBFA) AND THE CITY FOR OCTOBER 1, 2015 THROUGH JUNE 30, 2017

The City Council of the City of Huntington Beach does resolve as follows

The Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Firefighters' Association (HBFA), a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof, is hereby approved and ordered implemented in accordance with the terms and conditions thereof, and the City Manager is authorized to execute this Agreement. Such Memorandum of Understanding shall be effective for the term of October 1, 2015 through June 30, 2017

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 5th day of July, 2016

Mayor

REVIEWED AND APPROVED

City Manager

APPROVED AS TO FORM

City Attorney

INITIATED AND APPROVED

Director of Human Resources

RLS 6/21/16/16-5315/138677

EXHIBIT 'A' RESO 2016-48

Memorandum of Understanding

Between

The Huntington Beach
Firefighters' Association

And

The City of Huntington Beach

October 1, 2015 through June 30, 2017

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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF HUNTINGTON BEACH
(Hereinafter called CITY)
and
THE HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
(Hereinafter called ASSOCIATION or HBFA)

October 1, 2015 through June 30, 2017

ARTICLE I - REPRESENTATIONAL UNIT/CLASSIFICATIONS

A It is recognized that the Huntington Beach Firefighters' Association is the employee organization, which has the right to meet and confer in good faith with the City on behalf of employees of the City of Huntington Beach within the following classifications

Administrative Fire Captain	Firefighter
Fire Captain	Firefighter Paramedic
Fire Engineer	Administrative Fire Captain*

*Administrative Appointment Administrative Fire Captain

B The City and Association have agreed to a procedure whereby the City, by and through the Human Resources Director, would be entitled to propose a Unit Modification This agreement, Exhibit A, consists of a modification of the City of Huntington Beach Employer-Employee Relations Resolution (Resolution Number 3335) The City hereby agrees not to propose a unit modification of the existing Association unit

ARTICLE II – EXISTING CONDITIONS OF EMPLOYMENT

A Except as expressly provided herein, the existing wages, hours, and other terms and conditions of employment within the lawful scope of representation of the Association that are contained in prior Memoranda of Understanding between the parties hereto and which are currently applicable to employees covered herein, shall remain in full force and effect

B When used in this Memorandum of Understanding (MOU), the word "staffing" shall have the same meaning as the word "manning" and are used interchangeably

ARTICLE III - SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this MOU or any additions or amendments thereof, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this MOU or its application to other persons The City Council hereby declares that it would have adopted this MOU and each section, subsection, sentence, clause, phrase or portion, and any additions or amendments thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions, or the application thereof to any person, be declared invalid or unconstitutional

ARTICLE IV – SALARY SCHEDULES

For each year of this MOU, the base salary of each classification represented by the Association shall be as set forth in the Salary Schedules, Exhibit B

A Wage Increases

Effective at the beginning of the pay period which includes October 1, 2016, all bargaining unit employees shall receive a two percent (2%) base salary increase

ARTICLE V – SPECIAL PAY

A Education

1 Incentive Plan – It is the purpose and intent of the City to provide an Education Incentive Plan to motivate the employee to participate in, and continue with his/her education so as to improve his/her knowledge and general proficiency which will, in turn, result in additional benefits to the Fire Department and to the City As the levels of additional education listed below are satisfactorily completed and attained, the employee will receive additional monetary compensation in recognition of his/her educational achievement

a Level I – Any employee who has attained an Associate Degree, or attained Junior status in a degree program, shall receive educational incentive pay of three percent (3%) of his/her base rate of pay An employee may only receive this education incentive pay for one degree

b Level II – Any employee who has attained a Bachelors Degree in Fire Administration, Public Administration, Public Policy or an equivalent degree as determined by the Education Committee and Fire Chief will receive education incentive pay of six percent (6%) of his/her base rate of pay An employee may only receive this education incentive pay for one degree

c Maximum Education Incentive Pay - The maximum education incentive pay an employee may receive is six percent (6%) of his/her base rate of pay for a Bachelors Degree

d Degree Majors – Degree majors in an equivalent course of study other than Fire Science, Fire Administration, Public Administration or Public Policy shall be approved in advance by the Education Committee

e Education Committee – An Education Committee shall be established and composed of three (3) members Of said three (3) members, one shall be appointed by the Association, one appointed by the Fire Chief, and the third shall be the Human Resources Director

f Effective Date – Following certification by the Education Committee, the additional education incentive pay shall commence the beginning of the pay period following the employee's submission of a completed application that qualifies for education incentive pay

The parties agree that to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Educational Incentive Pay

B Acting Assignments – Employees acting in a higher classification shall be qualified as defined within Department Policy Employees shall be paid at the step in the classification in which they are acting which provides them with at least a 5% increase The acting assignment shall end at the discretion of the City The parties agree that to the extent permitted by law, Acting Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay

C Administrative Appointments

1 Administrative Appointments – The City may, from time to time, administratively appoint employees to administrative or specialist positions Employees so appointed to the positions of Captain Paramedic, Engineer Paramedic, or Administrative Fire Captain, shall serve at the discretion of the Fire Chief and may be returned to their regular position at any time as determined by the Fire Chief An administrative appointment shall not affect the employee's regular classification or rank Persons administratively appointed shall retain their highest previous permanent classification and the anniversary date of their appointment to the permanent classification

2 Pay Upon Completion of Administrative Appointment

a An employee administratively appointed to the positions of Captain Paramedic, Engineer Paramedic, or Administrative Fire Captain, who is subsequently voluntarily or involuntarily reassigned to a position within their permanent classification with a lower rate of pay, shall receive a two (2) step reduction in pay to initially coincide with their reduced assignment and at each anniversary date of the original reduction thereafter, until their rate of pay equals the rate of pay entitled as if they had not received the administrative appointment

b An employee administratively appointed to the positions of Captain Paramedic, Engineer Paramedic, or Administrative Fire Captain who has completed four (4)

years of service in the appointed or any other appointed parallel position, may request to return to their permanent classification, and shall within one (1) year thereafter, be entitled to return to his/her permanent classification The pay rate changes associated with the appointment or reappointment shall follow the process and procedures established for all positions within the classified service

c This section shall not apply to demotions or layoffs

D Pay Upon Completion of Paramedic Duties - Any Firefighter Paramedic with a minimum of five (5) years of continuous service as a Paramedic may request reinstatement to his/her previously held classification Such request must be submitted in writing to the Fire Chief at least one (1) year prior to the date of the requested reinstatement Upon reinstatement, if the employee's current base salary is equivalent to or in excess of Step E of the respective Firefighter salary range, his/her salary will be set at Step E of the respective Firefighter salary range

If the employee's Paramedic salary is less than Step E, his/her salary shall be set at a step in the range closest to his/her existing current base salary

This section shall not apply to demotions or layoffs

E Special Certification/Special Assignment Skill Pay

1 State Board of Fire Service Certification - Any employee in a position that did not require certification as a condition of employment, and who at any time has been or becomes certified by the State Board of Fire Services in a classification then occupied, shall be entitled, upon request, to a lump sum cash payment of two hundred fifty dollars ($250) Each employee may only receive one such payment irrespective of the number of times he/she is certified in any position

2 Paramedic Re-certification - Each time a Firefighter Paramedic assigned as a Firefighter Paramedic is re-certified by the State of California as a Paramedic, the Firefighter Paramedic shall be entitled to a lump sum cash payment of five hundred dollars ($500)

Each time a Fire Captain or Fire Engineer is re-certified by the State of California as a paramedic, the employee shall be entitled to a lump sum cash payment of five hundred dollars ($500) Eligible employees are Fire Engineers or Fire Captains who currently possess a State of California Paramedic License and/or are re-certified by the State of California as a Paramedic to practice as a Paramedic Re-certification pay for Captains and Engineers shall be limited to thirty (30) positions

The City will allow Fire Engineers and Fire Captains who are certified by the State of California as a paramedic to maintain local (Orange County) accreditation and to practice as a paramedic based upon established department standards

The parties agree that to the extent permitted by law, Paramedic Recertification Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Paramedic Pay

3 Preceptors - Firefighter Paramedics who possess the qualifications necessary to be a preceptor and are assigned preceptor duties by the Fire Chief or his/her sworn designee shall be paid a special pay of 5 34% of the base hourly rate of Firefighter Step E for each hour worked It is the intention to provide all eligible Firefighter Paramedics the same dollar value in this special pay

For employees who are appointed as a new Firefighter Paramedic, the preceptor partner (i e , the employee receiving preceptor pay) shall receive preceptor pay until the end of the first probationary rotation The Fire Chief or designee may request the preceptor duties and the associated preceptor pay be extended after the first rotation for a designated term

For an internally promoted Firefighter Paramedic, not more than two persons on each crew may receive preceptor pay

The parties agree that to the extent permitted by law, Preceptor Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Training Premium

4 Firefighter Tiller Certification - Firefighters who obtain and maintain the certifications and qualifications as outlined in (a) through (c) below shall receive a special pay of 1 78% of the bi-weekly base rate of Firefighter Step E It is the intention to provide all eligible Firefighters the same dollar value in this special pay - Firefighter Step E

a Tiller Certification – Obtain and maintain Huntington Beach Tiller Certification The parties agree that to the extent permitted by law, Tiller Certification Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Tiller Premium

b Class A B, C Driver License – Obtain and maintain a minimum of a valid Class A, Class B or Class C California driver license with firefighter endorsement or Class B restrictive California driver license

c Light Air Unit – Ability to drive and operate, the Light Air Unit as required, and identified in Exhibit D The parties agree that to the extent permitted by law, Light Air Unit Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Tiller Premium

5 Bilingual Skill Pay - Employees who are qualified may be called upon to use Spanish, Vietnamese, or American Sign Language skills shall be paid an additional five percent (5%) of their base rate of pay in addition to their regular bi-weekly salary Additional languages may be approved at the discretion of the City Manager

Employees may accept assignments utilizing bilingual skills in Japanese or other languages on a short-term assignment with approval by the City Manager Such employees shall receive the additional five percent (5%) of their base rate of pay for the pay period that the assignment is in effect

In order to be qualified and certified for said compensation, employee's language proficiency will be tested and certified by the Human Resources Director or designee Basic conversational proficiency will be evaluated based on response to a scenario driven oral evaluation Human Resources will notify candidates of the results of the oral evaluation If the candidate's attempt is unsuccessful, he/she may repeat the process in six (6) months time from the date of the previous exam Bilingual skill pay shall begin the first day of the pay period following certification

Employees certified and receiving bilingual skill pay for American Sign Language shall be required to re-certify bilingual skills with the Human Resources Director or designee every five (5) years

The parties agree that to the extent permitted by law, Bilingual Skill Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Bilingual Premium

6 Investigator

a Level I Arson Investigators are appointed by the Fire Chief Level I Arson Investigators are Level II Arson Investigator trainees Level I Arson rate is 4 6% above a Firefighter Paramedic 40-hour rate at time and one-half

1) Level I Arson Investigators assigned to an incident while off duty will be compensated the full Level I Arson Investigator rate
2) Level I Arson Investigators assigned to an incident while on duty will be compensated the difference between their current hourly rate and the current Arson Level I Investigator rate (differential)

b Level II Arson Investigators are appointment by the Fire Chief The Level II Arson Investigator rate is 11% above the Arson Level I Investigator rate

1) Level II Arson Investigators assigned to an incident while off duty will be compensated the full Level II Arson Investigator rate
2) Level II Arson Investigators assigned to an incident while on duty will be compensated the difference between their current hourly rate and the current Arson Level II Investigator rate (differential)

The parties agree that to the extent permitted by law, Investigator Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Fire Investigator Premium

7 Urban Search and Rescue (USAR) Team Assignment Pay

a Employees certified and assigned to a Type 3 (Light Duty) USAR team shall receive special assignment pay of one percent (1%) of their base rate of pay

b Employees certified and assigned to a Type 2 (Medium Duty) USAR team shall receive special assignment pay of three percent (3%) of their base rate of pay

c Employees certified and assigned to a Type 1 (Heavy Duty) USAR team who are qualified and regularly assigned to the Team (not to exceed 24 employees) shall receive special assignment pay of five percent (5%) of their base rate of pay

The parties agree that to the extent permitted by law, USAR Team Assignment Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Hazard Premium

8 Hazardous Materials (Hazmat) Team Assignment Pay

a Employees assigned to the Hazmat team as a Hazmat Technician shall receive special assignment pay of five percent (5%) of their base rate of pay

b Employees assigned to the Hazmat team as a Hazmat Specialist shall receive special assignment pay of seven and one-half percent (7 5%) of their base rate of pay

The parties agree that to the extent permitted by law, Hazmat Team Assignment Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Hazard Premium

9 Rank Paramedic Assignment Pay – Employees in the classification of Fire Engineer and Fire Captain who are assigned to perform paramedic duties shall receive special assignment pay of fourteen percent (14%) of their base rate of pay The parties agree that to the extent permitted by law, Rank Paramedic Assignment Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Paramedic Pay

10 Special Certification Pay - Employees who have obtained the following special certifications shall receive special certification pay as follows

a Advanced Paramedic Certification – Each employee who possesses a current certification of (1) Advanced Cardiac Life Support, (2) Pediatric Advanced Life Support or Pediatric Education for Pre-hospital Personnel and (3) Pre-Hospital Trauma Life Support or Basic Trauma Life Support shall receive special certification pay of one percent (1%) of their base rate of pay The parties agree that to the extent permitted by law, Advanced Paramedic Certification is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Paramedic Pay

b Chief Officer Certification – Employees in the classifications of Fire Captain and Administrative Fire Captain who are certified by the California State Fire Marshal's Office as Chief Officer shall receive special certification pay of three percent (3%) of their base rate of pay The parties agree that to the extent permitted by law, Chief Officer Certification is special compensation and shall be

reported as such pursuant to Title 2 CCR, Section 571(a)(2) as Recertification Bonus

c Fire Officer Certification - Employees in the classifications of Firefighter, Firefighter Paramedic, and Fire Engineer who are certified by the California State Fire Marshal's Office as Fire Officer shall receive special certification pay of three percent (3%) of their base rate of pay The parties agree that to the extent permitted by law, Fire Officer Certification is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) as Recertification Bonus

All special certification/special assignment/skill pay provided in Article V (E) shall be effective the beginning of the first full pay period following certification The certification process shall be as follows

1 The employee shall complete an Official Report including evidence that he/she has completed all required courses necessary to receive the certifications noted above

2 Upon approval of the Fire Chief, the Official Report shall be submitted to the Education Committee for approval

3 The effective date of the certification pays as defined above shall begin as defined in Article V A 1 f

F Holiday Pay-In-Lieu - Employees shall be compensated by the City in-lieu of the ten (10) listed holidays at their appropriate assigned work schedule rate, either at a forty-hour (40) or fifty-six hour (56) workweek Employees assigned to the 40-hour workweek shall be compensated eight (8) hours per holiday Employees assigned to the 56-hour workweek shall be compensated eleven hours and twelve minutes (11 2) hours per holiday Personnel who change from a fifty-six (56) hour schedule to a forty (40) hour schedule shall multiply the existing hours by 7143 Personnel who change from a forty (40) hour schedule to a fifty-six (56) hour schedule shall divide their existing hours by 7143 The following are the recognized legal holidays under this MOU

1 New Year's Day (January 1)
2 Martin Luther King's Birthday
3 President's Day (third Monday in February)
4 Memorial Day (last Monday in May)
5 Independence Day (July 4)
6 Labor Day (first Monday in September)
7 Veterans' Day (November 11)
8 Thanksgiving Day (fourth Thursday in November)
9 Friday after Thanksgiving
10 Christmas Day (December 25)

Any day declared by the President of the United States to be a national holiday, or by the Governor of the State of California to be a State holiday, and adopted as an employee holiday by the City Council of Huntington Beach

The parties agree that to the extent permitted by law, Holiday in Lieu Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) Statutory Items

G Longevity Pay - All employees with the following full time, continuous service in the City of Huntington Beach shall receive the following longevity pay

1 Five (5) years or more, but less than ten (10) years, of service shall receive longevity pay equal to 2 5% of base salary as set forth in Exhibit B

2 Ten (10) years or more, but less than twenty (20) years, of service shall receive longevity pay equal to 5% of base salary as set forth in Exhibit B

3 Twenty (20) years or more of service shall receive longevity pay equal to 7 5% of base salary as set forth in Exhibit B

The parties agree that to the extent permitted by law, Longevity Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1) Longevity Pay

H Emergency Medical Technician Pay –All employees in the unit who possess an Emergency Medical Technician (EMT) certification shall receive one and sixty-seven one hundredths percent (1 67%) of base salary

The parties agree that to the extent permitted by law, Emergency Medical Technician (EMT) Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Emergency Medical Technician Pay

ARTICLE VI – UNIFORMS, CLOTHING, TOOLS AND EQUIPMENT

A Uniforms Provided by City – The City will provide all employees with uniforms as described in the most current Policy C-2 (Uniforms) executed by the City and HBFA

B Uniform Allowance/Fitness – The City shall provide each employee who participates in the Fire Department's current physical fitness program, Policy D-9, one hundred fifty dollars ($150) per fiscal year for the purchase of physical fitness uniforms and physical fitness shoes, payable in the first payroll period of December New employees must actively participate a minimum of 90 days prior to December 1st to be eligible for the December uniform allowance

C Uniform Care and Replacement

1 The City at no cost to the employee, shall replace any uniforms with the exception of the physical fitness uniforms that are destroyed, become unacceptable, or were damaged by circumstances involving the Firefighter's regular work while on duty

2 The uniforms described in paragraph A of this Article and Policy C-2 (Uniforms) shall be replaced by the City whenever the Fire Chief or his/her sworn designee determines that such replacement is necessary

3 The employee shall be responsible for the preservation and cleaning of all uniforms

4 All uniforms and equipment furnished by the City, with the exception of T-shirts, shall remain the property of the City and be returned or replaced if the employee terminates

D Uniform Policies and Advisory Committee

1 The present uniform and clothing policies, as delineated in this Article, shall remain in effect until the Fire Chief or his/her sworn designee and the Association mutually agrees on a new uniform system and on the date of implementation On said implementation date, all safety clothing and uniforms required by the City to be worn by employees during working hours shall meet all applicable State and Federal regulations relating to said clothing and, with the exception of station uniforms, be of a high quality, fire resistant material

2 A uniform advisory committee composed of two (2) members appointed by the Association and two (2) representatives appointed by the Fire Chief, shall make recommendations on the uniforms to be worn, the method of said uniforms will be provided and obtained and further recommendations on safety clothing and uniforms may be required during the term of this MOU

E Reportable to PERS - The City will report as special compensation, in accordance with Title 2, California Code of Regulations, Section 571(a)(5) to the California Public Employees' Retirement System (CalPERS), for each classification the average annual cost of uniforms provided by the City as well as the physical fitness uniform described in Subsection (B) For employees who are not actively employed for an entire payroll calendar year, a prorated cost of uniforms shall apply Upon request, the City will inform HBFA of the amounts reported as special compensation under this provision For "new members" as defined by the Public Employees' Pension Reform Act of 2013, the cost of uniforms will not be reported as compensation earnable to CalPERS

ARTICLE VII – HOURS OF WORK/OVERTIME

A Work Schedule

1 All twenty-four (24) hour shift employees shall work an average of fifty-six (56) hours per week pursuant to the current schedule of five (5) twenty-four (24) hour shifts in a fifteen (15) day period with six (6) consecutive days off

2 All twenty-four (24) hour shift employees shall be on a fifteen (15) day work period consistent with the 7(K) exemption set forth in the Fair Labor Standards Act (FLSA)

3 Fire Prevention staff and administrative work schedules are to be forty (40) hours per week on a four (4) day workweek, ten (10) hours per day, twenty eight (28) day 7(K) FLSA work period

B Hours of Work - Defined

1 Hours worked shall be defined as actual time worked, approved vacation, sick leave, compensatory time off, bereavement leave, and industrial injury or illness leave, with the exception of exchange of shift not being included

2 Exchange of shifts (aka as shift trades) shall occur at 0800 hours each day and comply with Fire Department Rules and Regulations, Policy B-2

3 Meal periods are paid as hours worked for personnel who are subject to call for emergency duty

4 The maximum time allowed within the forty (40) hour workweek (for employees assigned to work 40 hours per week) schedule for physical fitness shall not exceed four (4) hours within any given workweek All physical fitness activities considered to be work activities shall be conducted on duty at the fire stations or as provided in the current fitness policy D-9 Fitness activities shall be conducted under supervision as appropriate

5 An employee who is held over beyond the end of his/her regular shift shall be compensated for the actual time he/she is required to remain on duty, computed to nearest quarter (1/4) hour If an employee works seven minutes or less, the time will be rounded down and if eight minutes or more will be rounded up to the nearest quarter (1/4) hour

6 Exchanges of time (aka shift trades) count as hours worked for the employee whose shift was worked, not for the employee who worked the shift These hours count as hours worked for FLSA purposes only

7 An employee shall be considered to be working if he/she is ordered to duty by the Fire Chief or his/her sworn designee

C Level Pay Plan

1 Twenty-four (24) Hour Shift Personnel – The 15 day FLSA work period for each employee shall begin at 8 a m on the first shift worked by the A shift following six days off All hours worked in excess of 114 hours in an FLSA work period shall be compensated at the premium rate (one and one half times the regular rate of pay)

All regularly scheduled non "lost time" hours shall be counted as hours worked Each employee assigned to twenty-four hour shifts for a full FLSA work period shall receive 106 4 hours of regular pay and 5 6 hours at the overtime rate of pay, as defined in subsection D 1 a of this Article, in each bi-weekly pay period, which shall compensate the employee for FLSA overtime for regularly scheduled shift work The intent of this system is that all FLSA overtime hours worked shall be compensated by the first payday following the end of the 15 day FLSA work period In the event that an employee receives FLSA overtime on a payday before that employee has actually worked FLSA overtime hours, the amount received shall be credited for FLSA purposes toward the next occasion on which the employee works FLSA overtime If an employee who is paid FLSA overtime in advance of working FLSA hours leaves City employment, there shall be an adjustment in his/her final paycheck to reflect such advance payment

2 In addition to the overtime pay as provided in subsection 1 above, twenty-four (24) hour shift employees shall receive pay at the overtime rate for hours worked in excess of regularly scheduled hours unless the employee has "lost time" in a regularly scheduled shift If there is "lost time" in any regularly scheduled shift, the employee shall receive overtime pay for only those overtime hours worked in excess of the number of lost time hours in the bi-weekly pay period

3 Lost Time Defined – "Lost time" is defined as time when the employee does not work when regularly scheduled to do so and does not receive a leave of absence with pay

4 Forty (40) Hour Work Week – Personnel who are not assigned to twenty-four hour shifts but are assigned to work forty (40) hours per week shall have a twenty-eight (28) day FLSA work period, which shall correspond to exactly two City pay periods and shall begin at the same time as a City pay period Forty (40) hour personnel shall continue to receive overtime pay for working hours in excess of their regularly scheduled hours

5 4/10 Work Schedule Defined – The 4/10 work schedule shall be defined as working four (4) days at ten (10) hours per day in an FLSA designated work week Meal periods are regarded as hours worked for personnel who are subject to call for emergency duty All employees on the 4/10 work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions which, in the opinion of the City Manager, Department Head or designee may require such service from said employees

D Overtime/Compensatory Time Off

1 Paid Overtime

a All employees covered by this MOU shall be eligible for overtime pay at one and one-half (1½) times their regular rate of pay, as defined by the FLSA, for all actual work performed in excess of the employees' scheduled hours in their declared work period Employees assigned to fire suppression duties are scheduled to work 120 hours in the declared 15 day FLSA work period

b Any employee who works overtime in either a higher or lower classification shall be compensated at the rate of pay consistent with the classification worked However, if an employee is force hired to work in a lower classification (e g , a Fire Engineer is force hired to work as a Firefighter) the employee shall be compensated at the rate attendant to his/her regular classification

c The City will maintain and adhere to the overtime system as set out in the most current Policy D-3 executed by the parties The overtime system and/or Policy D-3 may be modified by mutual agreement of the parties at any time during the term of the MOU

2 Compensatory Time Off

a Non-Exempt – All overtime worked by non-exempt employees shall be compensated at the employee's overtime rate of pay and shall not be compensated by compensatory time off

b Staff Personnel – For all employees in the classification of Administrative Fire Captain, in lieu of compensation by cash payment for overtime as provided in this Article, such employees may, at their option and with the approval of the Fire Chief or designee, be compensated by compensatory time off at time and one half for each overtime hour worked

1) Compensatory time off may be accumulated to a maximum of one hundred-twenty (120) hours Compensatory time off may be taken on an hour-for-hour basis, with the approval of the Fire Chief or his/her sworn designee Permission shall be granted unless granting the request will unduly disrupt the Department, or unless denying the request will violate the FLSA Upon his/her request, any employee may elect to convert all or a portion of compensatory time to a cash payment at the employee's regular rate of pay Any such payment shall be made on the next regular payday, following the request, provided the request is made by the end of the previous payroll period

2) Compensatory time off may not be received in lieu of a cash payment for time worked during major emergencies when, in the opinion of the Fire Chief or his/her sworn designee, the City may be eligible for reimbursement from another agency for said cash payment

c Compensatory Time Paid Off – Immediately prior to the time of any change in the salary schedule, any accumulated time, which has not been used or paid off, shall be eligible to be paid in cash at the regular rate of pay based upon the salary schedule for forty (40) hour per week personnel in effect prior to the change

3 Callback – Employees who are ordered to return to duty on other than their regularly scheduled shift shall receive a minimum of two (2) hours compensation at the employee's overtime rate of pay

4 Mandatory Standby – Any employee may be placed on "mandatory standby" by the Fire Chief or his/her sworn designee Employees on mandatory standby must remain available for immediate response during the designated standby period All personnel placed on mandatory standby shall receive a minimum of two (2) hours compensation for each twelve (12) hours of off duty standby time or fraction thereof

5 Electronic Communication Devices – Recognizing that electronic communication devices are part of the Fire Department's business and emergency alerting system, electronic communication devices shall be issued and worn only on a voluntary basis with the exception of members who are placed on mandatory standby who may be required to wear an electronic communication device while on such standby An employee placed on mandatory standby may voluntarily wear an electronic communication device, and if so, shall receive a minimum of two (2) hours compensation for each twenty-four (24) hours of off duty standby time or fraction thereof Electronic communications devices, as described above, shall not include cell phones

Members assigned to special staff or prevention duties and voluntarily receiving other types of consideration (i e , twenty-four (24) hour assigned vehicle) may be required to wear pagers and respond while off duty when within pager call range

6 Required Training Attendance – An employee who is required to attend a class or seminar to maintain his/her current position shall have his/her related expenses paid by the City If attendance occurs at a time when the employee is not scheduled to work, he/she shall be compensated on an hourly basis

7 Cancellation of Overtime – Any employee who is scheduled by the City to work overtime in advance of the time set forth for such scheduling in Huntington Beach Fire Department Organization Manual, Policy D-3, which is subsequently cancelled less than seventy-two (72) hours in advance of the commencement of the scheduled overtime shift, shall receive a minimum of two (2) hours pay at the employee's overtime rate

8 Court Time

a Employees placed on standby for a court appearance involving City business during other than their scheduled working hours shall receive a minimum of two (2) hours base rate of pay for each morning and/or afternoon session

b Employees appearing in court on City business during other than their scheduled working hours shall receive a minimum of three (3) hours pay at the overtime rate, provided, however, that if such time overlaps with the employee's scheduled working hours, said pay shall be limited to those hours occurring prior to or after the employee's scheduled work time

c Employees shall not receive both standby pay and overtime pay for the same court session An employee who is on standby and reports to court will be paid in accordance with (b) above

9 Pay out of Rank - Subject to the approval of the Fire Chief or his/her sworn designee, an employee may voluntarily work in a classification below his/her rank

E Jury Duty – Employees who are summoned to perform jury service shall be entitled to their regular compensation while serving, provided the fees, except mileage and subsistence allowance, if any, which they receive as jurors, are remitted to the City

If an employee calls in at night and finds out that he/she must report to jury duty the next day (and are scheduled to be working that day as part of a regular shift or on an overtime basis) he/she must contact his/her Battalion Chief as soon as possible so that coverage can be arranged for his/her shift

Employees are required to return to work if dismissed by the Court from jury duty The returning employee will go back to his/her shift and the employee who replaced him/her will be relieved from duty at that time for the remainder of the shift

F Shift Exchange/Relief

1 The Fire Department shall allow Association members' exchanges of schedule pursuant to the most current Policy D-7 of the Huntington Beach Fire Department Organization Manual that has been executed by the parties Policy D-7 (Exchange of Work Schedule) may be modified by mutual agreement of the parties at any time during the term of this MOU

2 An employee may be relieved by any other employee who is qualified to relieve him/her at any time by utilizing appropriate leave (i e, vacation) In addition, the parties acknowledge Department of Labor regulation, 29 CFR section 553 225 which provides

It is a common practice among employees engaged in fire protection activities to relieve employees on the previous shift prior to (between the hours of 0600 and 0800) the scheduled starting time Such early relief time may occur pursuant to employee agreement, either expressed or implied This practice will not have the effect of increasing the number of compensable hours of work for employees employed under section 7(k) where it is voluntary on the part of the employees and does not result, over a period of time, in their failure to receive proper compensation for all hours actually worked On the other hand, if the practice is required by the employer, the time involved must be added to the employee's tour of duty and treated as compensable hours of work

G Assigned Shift Policy – Employees of equal rank shall have the option to change assigned shifts on an employee for employee basis upon written request to and approved by the Fire Chief

H Minimum Staffing and Filling Vacancies

1 Minimum Staffing Levels – The City shall cause apparatus to be staffed with sufficient employees to assure the safety of employees and the control of risk For these purposes, the minimum staffing of apparatus shall be as defined by Policy D-14, Minimum Staffing and Filling of Vacancies, a copy of which is attached as Exhibit H and incorporated by reference herein

a For the duration of this MOU, on each shift, there will be on duty at all times a minimum number of 4 Firefighters, 16 Firefighter/Paramedics, 10 Fire Engineers, and 10 Fire Captains This minimum staffing provision shall sunset at the expiration of this MOU on June 30, 2017, unless the parties agree to incorporate it into a successor MOU

b If a Rank Paramedic is activated on a Paramedic Engine, the overall number of on-duty Firefighters will increase and the overall number of Firefighter/Paramedics will decrease for each Rank Paramedic However, the total number of on-duty Paramedics will be no less than 16

c If the Fire Chief determines the need to convert a Truck Company to a PAU or Paramedic Truck Company, the overall number of on-duty paramedics shall increase accordingly

ARTICLE VIII – HEALTH AND OTHER INSURANCE BENEFITS

A Health Insurance - The City shall continue to make available group health, dental and vision benefits to all HBFA employees

B Eligibility Criteria and Cost

1 City Paid Health Insurance – Employees and Dependents - An employee, eligible dependents, and qualifying domestic partners per state law, shall become eligible to participate in the City's insurance plan described below effective the first of the month following the employee's date of hire Any required employee payroll deduction shall begin with the first full pay period following the effective date of coverage and shall continue through the end of the month in which the employee separates

2 Employer Contributions to Health and Other Insurance Benefits - The City's maximum monthly employer contributions for health and other insurance premiums is set forth in the charts below The amounts listed below are inclusive of the CalPERS statutory minimum amount

i. Employee only ("EE") – Effective the beginning of the pay period following City Council approval of this MOU, the cost of the premium up to a maximum of $500.00.

ii. Employee + one dependent ("EE" + 1) – Effective the beginning of the pay period following City Council approval of this MOU, the cost of the premium up to a maximum of $815.00.

iii. Employee + two or more dependents ("EE" + 2) – Effective the beginning of the pay period following City Council approval of this MOU, the cost of the premium up to a maximum of $1,325.00.

2015 Health Premiums and Contributions

So CA Region - Effective 1/1/2015

HBFA

Plan	Tier	Monthly Premium	Employer Monthly Contribution	Employee Monthly Contribution	Employee Bi-Weekly Contribution
PERS Anthem HMO Select	Single	653.97	274.03	379.94	175.36
	Two-Party	1307.94	555.51	752.43	347.28
	Family	1700.32	720.18	980.14	452.37
PERS Anthem HMO Traditional	Single	743.12	274.03	469.09	216.50
	Two-Party	1486.24	555.51	930.73	429.57
	Family	1932.11	720.18	1211.93	559.35
PERS Blue Shield HMO	Single	598.66	274.03	324.63	149.83
	Two-Party	1197.32	555.51	641.81	296.22
	Family	1556.52	720.18	836.34	386.00
PERS Blue Shield NetValue	Single	561.09	274.03	287.06	132.49
	Two-Party	1122.18	555.51	566.67	261.54
	Family	1458.83	720.18	738.65	340.92
PERS Health Net Salud y Mas	Single	520.59	274.03	246.56	113.80
	Two-Party	1041.18	555.51	485.67	224.16
	Family	1353.53	720.18	633.35	292.32
PERS Health Net SmartCare	Single	579.88	274.03	305.85	141.16
	Two-Party	1159.76	555.51	604.25	278.88
	Family	1507.69	720.18	787.51	363.47
PERS Unitedhealthcare	Single	449.10	274.03	175.07	80.80
	Two-Party	898.20	555.51	342.69	158.16
	Family	1167.66	720.18	447.48	206.53
PERS Kaiser	Single	579.80	274.03	305.77	141.12
	Two-Party	1159.60	555.51	604.09	278.81
	Family	1507.48	720.18	787.30	363.37
PERS Choice	Single	594.40	373.77	220.63	101.83
	Two-Party	1188.80	702.25	486.55	224.56
	Family	1545.44	851.34	694.10	320.35
PERS Select	Single	585.58	373.77	211.81	97.76
	Two-Party	1171.16	702.25	468.91	216.42
	Family	1522.51	851.34	671.17	309.77
PERS Care	Single	657.32	373.77	283.55	130.87
	Two-Party	1314.64	702.25	612.39	282.64
	Family	1709.03	851.34	857.69	395.86

PORAC	Single	675.00	373.77	301.23	139.03
	Two-Party	1292.00	702.25	589.75	272.19
	Family	1642.00	851.34	790.66	364.92
Delta Dental PPO	Single	58.00	42.88	15.12	6.98
	Two-Party	108.40	81.82	26.58	12.27
	Family	142.90	116.36	26.54	12.25
Delta Care HMO	Single	30.11	23.00	7.11	3.28
	Two-Party	51.19	39.11	12.08	5.58
	Family	78.29	59.81	18.48	8.53
VSP	Single	25.12	17.58	7.54	3.48
	Two-Party	25.12	17.58	7.54	3.48
	Family	25.12	17.58	7.54	3.48

Medical Opt Out Benefit: $200.00 per month (or $92.31 bi-weekly)

Employee and City Contributions subject to change as a result of contract negotiations

2015 Health Premiums and Contributions

LA Area Region - Effective 1/1/2015

HBFA

Plan	Tier	Monthly Premium	Employer Monthly Contribution	Employee Monthly Contribution	Employee Bi-Weekly Contribution
PERS Anthem HMO Select	Single	493.40	274.03	219.37	101.25
	Two-Party	986.80	555.51	431.29	199.06
	Family	1282.84	720.18	562.66	259.69
PERS Anthem HMO Traditional	Single	631.62	274.03	357.59	165.04
	Two-Party	1263.24	555.51	707.73	326.64
	Family	1642.21	720.18	922.03	425.55
PERS Blue Shield HMO	Single	517.87	274.03	243.84	112.54
	Two-Party	1035.74	555.51	480.23	221.64
	Family	1346.46	720.18	626.28	289.05
PERS Blue Shield NetValue	Single	485.41	274.03	211.38	97.56
	Two-Party	970.82	555.51	415.31	191.68
	Family	1262.07	720.18	541.89	250.10
PERS Health Net Salud y Mas	Single	430.71	274.03	156.68	72.31
	Two-Party	861.42	555.51	305.91	141.19
	Family	1119.85	720.18	399.67	184.46
PERS Health Net SmartCare	Single	568.47	274.03	294.44	135.90
	Two-Party	1136.94	555.51	581.43	268.35
	Family	1478.02	720.18	757.84	349.77

PERS Unitedhealthcare	Single	458.74	274.03	184.71	85.25
	Two-Party	917.48	555.51	361.97	167.06
	Family	1192.72	720.18	472.54	218.10
PERS Kaiser	Single	521.18	274.03	247.15	114.07
	Two-Party	1042.36	555.51	486.85	224.70
	Family	1355.07	720.18	634.89	293.03
PERS Choice	Single	585.18	373.77	211.41	97.57
	Two-Party	1170.36	702.25	468.11	216.05
	Family	1521.47	851.34	670.13	309.29
PERS Select	Single	576.49	373.77	202.72	93.56
	Two-Party	1152.98	702.25	450.73	208.03
	Family	1498.87	851.34	647.53	298.86
PERS Care	Single	647.11	373.77	273.34	126.16
	Two-Party	1294.22	702.25	591.97	273.22
	Family	1682.49	851.34	831.15	383.61
PORAC	Single	675.00	373.77	301.23	139.03
	Two-Party	1292.00	702.25	589.75	272.19
	Family	1642.00	851.34	790.66	364.92
Delta Dental PPO	Single	58.00	42.88	15.12	6.98
	Two-Party	108.40	81.82	26.58	12.27
	Family	142.90	116.36	26.54	12.25
Delta Care HMO	Single	30.11	23.00	7.11	3.28
	Two-Party	51.19	39.11	12.08	5.58
	Family	78.29	59.81	18.48	8.53
VSP	Single	25.12	17.58	7.54	3.48
	Two-Party	25.12	17.58	7.54	3.48
	Family	25.12	17.58	7.54	3.48

Medical Opt Out Benefit: $200.00 per month (or $92.31 bi-weekly)

Employee and City Contributions subject to change as a result of contract negotiations

2016 Health Premiums and Contributions

So Cal Region - Effective with the first health insurance deduction following City Council Approval

HBFA

Plan	Tier	Monthly Premium	Employer Monthly Contribution	Employee Monthly Contribution	Employee Bi-Weekly Contribution
PERS Anthem HMO Select	Single	634.75	500.00	134.75	62.19
	Two-Party	1,269.50	815.00	454.50	209.77
	Family	1,650.35	1,325.00	325.35	150.16
PERS Anthem HMO Traditional	Single	710.79	500.00	210.79	97.29
	Two-Party	1,421.58	815.00	606.58	279.96
	Family	1,848.05	1,325.00	523.05	241.41
PERS Blue Shield Access+	Single	654.87	500.00	154.87	71.48
	Two-Party	1,309.74	815.00	494.74	228.34
	Family	1,702.66	1,325.00	377.66	174.30
PERS Blue Shield NetValue	Single	666.35	500.00	166.35	76.78
	Two-Party	1,332.70	815.00	517.70	238.94
	Family	1,732.51	1,325.00	407.51	188.08
PERS Health Net Salud y Mas	Single	535.98	500.00	35.98	16.61
	Two-Party	1,071.96	815.00	256.96	118.60
	Family	1,393.55	1,325.00	68.55	31.64
PERS Health Net SmartCare	Single	596.98	500.00	96.98	44.76
	Two-Party	1,193.96	815.00	378.96	174.90
	Family	1,552.15	1,325.00	227.15	104.84
PERS Kaiser	Single	605.05	500.00	105.05	48.48
	Two-Party	1,210.10	815.00	395.10	182.35
	Family	1,573.13	1,325.00	248.13	114.52
PERS UnitedHealthcare	Single	493.99	493.99	0.00	0.00
	Two-Party	987.98	815.00	172.98	79.84
	Family	1,284.37	1,284.37	0.00	0.00
PERS Choice	Single	683.71	500.00	183.71	84.79
	Two-Party	1,367.42	815.00	552.42	254.96
	Family	1,777.65	1,325.00	452.65	208.92

PERS Select	Single	625.20	500.00	125.20	57.78
	Two-Party	1,250.40	815.00	435.40	200.95
	Family	1,625.52	1,325.00	300.52	138.70
PERS Care	Single	761.50	500.00	261.50	120.69
	Two-Party	1,523.00	815.00	708.00	326.77
	Family	1,979.90	1,325.00	654.90	302.26
PORAC	Single	699.00	500.00	199.00	91.85
	Two-Party	1,399.00	815.00	584.00	269.54
	Family	1,789.00	1,325.00	464.00	214.15
Delta Dental PPO	Single	58.10	42.88	15.22	7.02
	Two-Party	108.60	81.82	26.78	12.36
	Family	143.20	116.36	26.84	12.39
Delta Care HMO	Single	30.11	23.00	7.11	3.28
	Two-Party	51.19	39.11	12.08	5.58
	Family	78.29	59.81	18.48	8.53
VSP Vision	Single	25.12	17.58	7.54	3.48
	Two-Party	25.12	17.58	7.54	3.48
	Family	25.12	17.58	7.54	3.48

Medical Opt Out Benefit: $500.00 per month ($230.77 bi-weekly)
CalPERS PEMHCA 2016 employer contribution = $125.00 per month, $57.69 bi-weekly
Employee and City contributions subject to change as a result of contract negotiations

2016 Health Premiums and Contributions

LA Region - Effective with the first health insurance deduction following City Council Approval

HBFA

Plan	Tier	Monthly Premium	Employer Monthly Contrib	Employee Monthly Contrib	Employee Bi-Weekly Contrib
PERS Anthem HMO Select	Single	543.47	500.00	43.47	20.06
	Two-Party	1,086.94	815.00	271.94	125.51
	Family	1,413.02	1,325.00	88.02	40.62

PERS Anthem HMO Traditional	Single	610.64	500.00	110.64	51.06
	Two-Party	1,221.28	815.00	406.28	187.51
	Family	1,587.66	1,325.00	262.66	121.23
PERS Blue Shield Access+	Single	566.53	500.00	66.53	30.71
	Two-Party	1,133.06	815.00	318.06	146.80
	Family	1,472.98	1,325.00	147.98	68.30
PERS Blue Shield NetValue	Single	576.46	500.00	76.46	35.29
	Two-Party	1,152.92	815.00	337.92	155.96
	Family	1,498.80	1,325.00	173.80	80.22
PERS Health Net Salud y Mas	Single	466.11	466.11	0.00	0.00
	Two-Party	932.22	815.00	117.22	54.10
	Family	1,211.89	1,211.89	0.00	0.00
PERS Health Net SmartCare	Single	585.39	500.00	85.39	39.41
	Two-Party	1,170.78	815.00	355.78	164.21
	Family	1,522.01	1,325.00	197.01	90.93
PERS Kaiser	Single	543.83	500.00	43.83	20.23
	Two-Party	1,087.66	815.00	272.66	125.84
	Family	1,413.96	1,325.00	88.96	41.06
PERS UnitedHealthcare	Single	492.24	492.24	0.00	0.00
	Two-Party	984.48	815.00	169.48	78.22
	Family	1,279.82	1,279.82	0.00	0.00
PERS Choice	Single	598.75	500.00	98.75	45.58
	Two-Party	1,197.50	815.00	382.50	176.54
	Family	1,556.75	1,325.00	231.75	106.96
PERS Select	Single	547.55	500.00	47.55	21.95
	Two-Party	1,095.10	815.00	280.10	129.28
	Family	1,423.63	1,325.00	98.63	45.52
PERS Care	Single	666.91	500.00	166.91	77.04
	Two-Party	1,333.82	815.00	518.82	239.46
	Family	1,733.97	1,325.00	408.97	188.76
PORAC	Single	699.00	500.00	199.00	91.85
	Two-Party	1,399.00	815.00	584.00	269.54
	Family	1,789.00	1,325.00	464.00	214.15

Delta Dental PPO	Single	58.10	42.88	15.22	7.02
	Two-Party	108.60	81.82	26.78	12.36
	Family	143.20	116.36	26.84	12.39
Delta Care HMO	Single	30.11	23.00	7.11	3.28
	Two-Party	51.19	39.11	12.08	5.58
	Family	78.29	59.81	18.48	8.53
VSP Vision	Single	25.12	17.58	7.54	3.48
	Two-Party	25.12	17.58	7.54	3.48
	Family	25.12	17.58	7.54	3.48

Medical Opt Out Benefit: $500.00 per month ($230.77 bi-weekly)
CalPERS PEMHCA 2016 employer contribution = $125.00 per month, $57.69 bi-weekly
Employee and City contributions subject to change as a result of contract negotiations

In no event shall the employee be entitled to the difference between the employer contribution and the premiums for insurance plan(s) selected by the employee.

C. Public Employees' Medical and Hospital Care Act (PEMHCA) OPTION – The City contracts with CalPERS to provide medical benefits to bargaining unit members in accordance with the Public Employees' Medical and Hospital Care Act (PEMHCA). The City contracts for the unequal method of employee contribution in accordance with Government Code section 22893.

D. Medical Opt-Out - If an employee is covered by a group health insurance outside of a City-provided program (evidence of which must be supplied to the Employee Benefits Division the employee may elect to discontinue City health insurance coverage and receive two hundred and thirty-three dollars and seventy-seven cents ($233.77) bi-weekly to deposit into the employee's deferred compensation account or any other pre-tax program offered by the City. In order to be eligible for the opt-out payment the employee must be enrolled in a plan which ensures that the City is complying with the Affordable Care Act (ACA) and will not incur penalties under the ACA.

E. Section 125 Plan – Employees shall be eligible to participate in a City approved Internal Revenue Code Section 125 Flexible Spending Plan under the same terms and conditions as all other eligible City employees. This plan allows employees to use pre-tax salary to pay for regular childcare, adult dependent care and/or non-reimbursable medical expenses up to maximums provided by law.

F. Life and Accidental Death and Dismemberment:

1. Life – The City shall provide a $50,000 (fifty thousand dollars) Life Insurance plan for each employee.

2 Accidental Death and Dismemberment – The City shall provide a fifty thousand dollars ($50,000) Accidental Death and Dismemberment Insurance plan for each employee

G Long Term Disability – The City shall pay to the Association on behalf of each employee covered by this MOU, on a monthly basis, an amount not to exceed thirty-eight dollars ($38 00) per member for a Long Term Disability policy The program shall be subject to the terms and conditions contained in Exhibit E

H Retiree Medical Coverage for Retirees Not Eligible for the City Medical Retiree Subsidy Plan Employees who retire from the City after January 1, 2004, are granted a retirement allowance by the California Public Employees' Retirement System and are not eligible for the City's Retiree Subsidy Medical Plan, may choose to participate in any health insurance plans available to all active employees in this bargaining unit until the first of the month in which they turn age sixty-five (65)

The retirees shall pay the full premium for any - health insurance for themselves and/or qualified dependents without any City subsidy

Employees who retire from the City, receive a retirement allowance from the California Public Employees' Retirement System, are not eligible for the City's Retiree Subsidy Medical Plan and choose not to participate in City medical insurance plans available to eligible retirees in this bargaining unit upon retirement, will permanently lose eligibility for this insurance

However, if a retiree who is not eligible for the City's Retiree Subsidy Medical Plan chooses not to participate in available medical insurance plans because the retiree has access to other group medical insurance, and subsequently loses eligibility for that group medical insurance, the retiree and their qualified dependents will have access to medical insurance plans available to retirees eligible for reinstatement

Eligibility for Retiree Medical Coverage terminates the first of the month in which the retiree or qualified dependent turns age sixty-five (65)

I Post-65 Supplemental Medicare Coverage - Retirees who are participating in the Retiree Subsidy Medical Plan as of January 1, 2004 and all future retirees who meet the criteria to participate in available medical insurance, with or without the Retiree Medical Subsidy Plan, may participate in available medical insurance plans that are supplemental to Medicare

A retiree or qualified dependent must choose to participate in available medical insurance plans that are supplemental to Medicare beginning the first of the month in which the retiree or qualified dependent turns age sixty-five (65)

The retiree shall pay the full premium to participate in available medical insurance plans that are supplemental to Medicare for themselves or qualified dependents without any City subsidy

Retirees or qualified dependents, upon turning age 65, who choose not to participate in available medical insurance plans that are supplemental to Medicare permanently lose eligibility for this insurance

J Miscellaneous

1 Nothing in this Article shall be deemed to restrict the City's right to change insurance carriers should circumstances warrant

2 Nothing in this Article shall be deemed to obligate the City to improve the benefits outlined in this Article

3 Whenever an eligible employee is absent because of illness or injury, the City shall continue to provide to the employee and his/her dependents, all of the insurance benefits set forth in this Article for the duration of any such approved absence not to exceed twenty-four (24) months

ARTICLE IX – RETIREMENT

A Benefits

1 Public Employees' Retirement System

a The City shall provide all safety employees described as "classic members by the Public Employees' Pension Reform Act of 2013 – "PEPRA" with that certain retirement program commonly known and described as the "3%" at age 50 plan" which is based on the retirement formula as set forth in the California Public Employees' Retirement System (PERS), Sections 21362 2 of the California Government Code, including the one-half continuance option (Government Code Sections 21624 and 21626) for safety employees and the Fourth Level of the 1959 survivor option for all employees as established by the California Public Employees' Retirement System, Section 21571 of the California Government Code

b All "classic members" shall pay their CalPERS member contribution of nine percent (9%) of pensionable income

c The City contracts with PERS to have retirement benefits calculated based upon the employee's highest one year's compensation, pursuant to the provisions of Section 20042 (highest single year) This benefit is available to "classic members" of CalPERS

d The obligations of the City and the retirement rights of employees as provided in this Article shall survive the term of this MOU

e The City provides the Pre-Retirement Optional Settlement 2 Death Benefit as set forth in California Government Code Section 21548 for all safety employees represented by the Association

f For "New Members" within the meaning of the California Public Employees' Pension Reform Act of 2013

1) New Members shall be governed by the two and seven tenths percent at age 57 (2 7% @ 57) retirement formula set forth in Government Code section 7522 25(d)

2) Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member as required by Government Code section 7522 32(a)

3) New members shall contribute one half of the normal cost rate, as established by CalPERS

g The City has adopted the CalPERS Resolution in accordance with IRS Code section 414(h)(2) to ensure that both the employee contribution and the City pickup of the required member contribution are made on a pre-tax basis However, ultimately, the tax status of any benefit is determined by the law

h Reporting of Base Salary – Provisions of the Level Pay plan, Article VII C, shall be used for purposes of reporting the bi-weekly pay of twenty-four (24) hour shift employees to the Public Employees' Retirement System (PERS)

2 Self-Funded Supplemental Retirement Benefit

a In the event a member elects Option #1, #2, #2W, #3, #3W or #4 of the Public Employees' Retirement Law, the City shall pay the difference between such elected option and the unmodified allowance which the member would have received for his/her life alone as provided in California Government Code sections 21455, 21456, 21457, and 21548 as said referenced Government Code sections exist as of the date of this agreement This payment shall be made only to the member, shall be payable by the City during the life of the member, and upon that member's death, the City's obligation shall cease The method of funding this benefit shall be the sole discretion of the City This benefit is vested for employees covered by this MOU

b Employees hired on or after October 4, 1999, shall not be eligible for the "Supplemental Retirement Benefit" referenced in Article IX A 2a above

3 Medical Insurance for Retirees

a Upon retirement, whether service or disability, each employee shall have the following options in regards to medical insurance under available plans

1) With no change in benefits, retirees can stay in any of the plans offered by the City, to active members in this bargaining unit, at the retiree's own expense, for the maximum time period required by Federal Law (COBRA), or

2) Early retirees (under age 65) may participate in the available health plans currently being offered to active employees

3) Retirees over age 65 may participate in the Post-65 Supplemental Medicare Coverage described in Article VIII I

b Retired employees exercising either of the options in Article IX A 3 a may cause any premiums not paid by the City to be paid out of funds due and owed to them for unused sick leave benefits upon retirement, as provided in Article IX A 3 a However, whenever a retired employee does not have any such available funds, he/she shall have the opportunity to provide the City with sufficient funds to pay the premiums At retirement, the sick leave hours remaining may, at the employee's option, be converted to a dollar figure, as provided in Article IX A 3 a, and an estimate shall be provided by the City to the retired employee as to the approximate number of months the group insurance can be paid by such sick leave dollars The City shall notify any retired employee whose funds available for unused sick leave benefits are about to be exhausted of such fact, in writing by certified mail, return receipt requested, at the retired employee's most recent address of record with the City no later than three (3) months prior to the date upon which there will not be sufficient funds to pay premiums It shall be the individual retiree's responsibility either to insure that there are sufficient sick leave dollars available to pay premiums or to make premium payments at least one (1) month in advance, to continue the group insurance in effect If following exhaustion of sick leave funds a retired employee fails to provide the City with sufficient additional funds to pay premiums, the City shall have the right to notify said retired employee in the manner prescribed above that it intends to cause his/her coverage to be terminated for non-payment of premiums, and the further right to terminate such coverage, if such default has not been cured within thirty (30) days following receipt of such notice Any retired employee electing to obtain such medical coverage after retirement shall have no further option to terminate such coverage following the provision of thirty (30) days written notice to the City, whereupon any funds due and owed to him/her for unused sick leave benefits that have not been exhausted to pay these health insurance premiums shall be paid in a lump sum to the retired employee within thirty (30) days following receipt by the City of such notice Once a retired employee elects to terminate such coverage, he/she shall be precluded from securing it at a later date at the group rate

B Reinstatement Privileges for Disability Retirees – If a retiree seeks to cause PERS to revoke his/her disability retirement (within three years of the effective date of the disability retirement) on the grounds that he/she is no longer incapacitated from performing the duties of the position held at the time of retirement, the City will not certify that he/she is no longer incapacitated from performing those duties until the employee passes the Departmental physical agility test If PERS revokes his/her disability retirement, the City shall immediately reinstate the employee at his/her former position and pay step

ARTICLE X – LEAVE BENEFITS

A Leave with Pay

1 Vacation – The purpose of annual vacation is to provide a rest period, which will enable each employee to return to work physically and mentally refreshed All employees shall be entitled to annual vacation, with pay, in accordance with this Article

a Accrual – Employees shall accrue annual vacations at their appropriate assigned work schedule rate, either forty hour (40) or fifty-six hour (56) workweek Paychecks will identify the accrued vacation (Accrued) and accrual rate (Constant) based on their actual work schedule, either a forty (40) hour or fifty-six (56) hour schedule In the event of a change in work schedules, personnel will have their accrued vacation (Accrued) and accrual rate (Constant) changed to the new schedule using the conversion factor 7143 (40 – 56) Personnel who change from a fifty-six (56) hour schedule to a forty (40) hour schedule shall multiply the existing hours by 7143, (see Exhibit G) Personnel who change from a forty (40) hour schedule to a fifty-six (56) hour schedule shall divide their existing hours by 7143 Personnel shall accrue annual vacations at the following rates[1]

For the first four (4) years of continuous service vacation time shall be accrued at the rate of one hundred and twelve (112) hours per year for forty (40) hour per week employees, and one hundred and fifty-seven (157) hours per year for fifty-six (56) hour per week employees

After four (4) years of continuous service to the completion of nine (9) years of continuous service, vacation time shall be accrued at the rate of one hundred thirty-six (136) hours per year for forty (40) hour per week employees, and one hundred and ninety (190) hours per year for fifty-six (56) hour per week employees

After nine (9) years of continuous service to the completion of fourteen (14) years of continuous service, vacation time shall be accrued at the rate of one hundred sixty (160) hours per year for forty (40) hour per week employees, and two hundred and twenty-four (224) hours per year for fifty-six (56) hour per week employees

After fourteen (14) years of continuous service vacation, time shall be accrued at the rate of one hundred ninety-two (192) hours per year for forty hour (40) per week employees, and two hundred sixty-nine (269) hours per year for fifty-six hour (56) per week employees

Vacation allowance shall not be accumulated in excess of three hundred forty-two (342) hours for forty (40) hour per week employees, and four hundred and eighty (480) hours per year for fifty-six (56) hour per week employees

b Eligibility and Permission – No vacation may be taken until the completion of six (6) months of employment No employee shall be permitted to take vacation in

[1] For a detailed explanation regarding conversion refer to Exhibit F

excess of actual time earned and no employee shall take vacation that is being accrued while the employee is on vacation Vacations shall be taken only with permission of the Fire Chief or his/her sworn designee, who shall schedule all vacations with due consideration for the request of the employee and particular regard for the need of the Department

The Fire Department operates on a three-shift basis, with personnel being assigned to the "A, B or C" Shift for work scheduling purposes On each such shift, there shall be four (4) available vacation absences (referred to as "vacation slots") That is, at any one time, there may be four (4) persons absent from duty on each such shift due to vacation These slots shall be made available by rank, one (1) to Firefighters, one (1) to Fire Engineers, one (1) to Firefighter Paramedics, and one (1) to Captains Thereafter, each additional employee shall be entitled to receive time off for requested vacation leave, so long as a qualified replacement is available to serve in his/her absence

c Conversion to Cash – On two (2) occasions during each fiscal year each employee shall have the option to convert into a cash payment up to a total of eighty (80) hours, at the forty (40) hour rate, or one hundred twelve (112) hours at the fifty-six (56) hour rate, of earned vacation benefits during any one (1) fiscal year The employee shall give two (2) weeks advanced notice of his/her desire to exercise such option Vacation accumulated in excess of three hundred-forty-two (342) hours at the forty (40) hour rate shall be paid in cash at the straight time forty (40) hour rate, or four hundred and eighty (480) hours at the fifty-six (56) hour rate shall be paid in cash at the straight time fifty-six (56) hour rate on the first payday following such accumulation

d Pay-Off at Termination – Except as provided in Section A 1 c of this Article, no employee shall be paid for unused vacation other than upon termination of employment Any vacation pay off at termination shall be at the regular rate of pay and the accrual rate the employee is earning at the time of separation

2 Sick Leave

a Accrual – The conversion factor for sick leave accrual shall be in accordance with Rule 18-9 of the City's Personnel Rules Employees covered by this MOU shall accrue sick leave at the rate of 3 6923 hours per pay period for 40-hour week employees, and 5 1691 for fifty-six hour (56) week employees Paychecks will identify the accrued sick leave (Accrued) and accrual rate (Constant) based on their actual work schedule, either a forty (40) hour or fifty-six (56) hour schedule In the event of a change in work schedules, personnel will have their accrued sick leave (Accrued) and accrual rate (Constant) changed to the new schedule using the conversion factor 7143 Personnel who change from a fifty-six hour (56) schedule to a forty (40) hour schedule shall multiply their accrual rate by 7143, (see Exhibit G) Personnel who change from a forty (40) hour schedule to a fifty-six (56) hour schedule shall divide their accrual rate by 7143

b Pay-Off at Termination – Upon termination for reasons other than for industrial disability retirement, an employee shall have his/her accrued sick leave paid at the regular rate of pay and the accrual rate the employee is earning at the time of separation Sick Leave shall be paid (or have paid on his/her behalf as provided in Article IX A 3 b) at twenty-five percent (25%) of unused, earned sick leave from four hundred-eighty (480) through seven hundred-twenty (720) hours, and at fifty percent (50%) of all unused, earned sick leave for hours in excess of seven hundred-twenty (720) hours

Upon termination for industrial disability retirement, an employee shall have his/her accrued sick leave paid (or have paid on him/her behalf as provided in Article IX A 3 b) at the regular rate of pay and the accrual rate at the time of separation at twenty-five percent (25%) of unused, earned sick leave from zero (0) through four hundred-eighty (480) hours, and at fifty percent (50%) of all unused, earned sick leave in excess of four hundred-eighty (480) hours

c Utilization in Conjunction with Industrial Disability Leave – Sick leave cannot be used to extend absences due to work-related (industrial) injuries or illnesses

3 Leave Benefit Entitlements - As required by law, employees will be allowed to use up to one-half of their annual Sick Leave accrual for family sick leave, pursuant to the provisions of California Labor Code Section 233

The City shall comply with all state and federal leave benefit entitlement laws and regulations

An eligible employee on an approved leave may be allowed to use earned Sick Leave, Vacation and/or Compensatory Time Off

4 Bereavement - Employees shall be entitled to bereavement leave not to exceed two (2) work shifts for those employees on the twenty-four (24) hour work schedule, or three (3) work shifts for all other employees in each instance of death in the immediate family Immediate family is defined as father, mother, sister, brother, spouse, children, registered domestic partner, grandfather, grandmother, step-father, step-mother, step-grandfather, step-grandmother, grandchildren, stepsisters, step-brothers, mother-in-law, father-in-law, in-laws of registered domestic partner, brother-in-law, sister-in-law, step-children, or wards of which the employee is the legal guardian

5 Association Business – During the term of this MOU, authorized representatives of the Association shall be entitled to receive up to a total of four hundred (400) collective hours without any loss of compensation per contract year to be utilized for lawful Association activities In addition, up to one hundred-fifty (150) unused hours may be carried forward to the next contract year

ARTICLE XI – CITY RULES

A Personnel Rules - All MOU provisions that supersede the City's Personnel Rules shall automatically be incorporated in the City's Personnel Rules

B Precedence of Agreement - In any case in which any provision of this MOU is inconsistent with any City ordinance, rule, regulation, resolution, including provisions of any Fire Department Manual, the provisions of this MOU shall supersede and take precedence

C Discipline - The procedure and practice regarding discipline is set forth in Exhibit H

D Layoff Rules - The procedure and practice regarding layoffs as contained in the City's Personnel Rules in effect on July 1, 1980 shall remain in full force and effect during the entire term of this MOU

ARTICLE XII - MISCELLANEOUS

A Fire Department Promotional Exams – Policy D-10 – Promotional and open competitive examinations shall be held in accordance with the most current Policy D-10 of the Huntington Beach Fire Department Organization Manual executed by the parties Policy D-10 may be modified by mutual agreement of the parties at any time during the term of this MOU

B Living Quarters – The City shall provide necessary kitchen, living and sleeping quarters in all fire stations and shall continue to provide facilities for Association meetings

C Paychecks

1 Bi-Weekly Pay – Salary shall be paid on a bi-weekly basis By mutual consent of the City and the Association, early payment and other modifications may be made

2 Paycheck Stub An on-line pay stub shall contain an itemization of amounts paid under various categories of pay, including educational incentive pay, holiday pay, and all overtime, and shall also include an itemization of the nature and the purpose of each deduction withheld from the employee's gross earnings

3 Direct Deposit – Employees hired on or after January 1, 2007 shall receive their bi-weekly compensation through the City's direct deposit system Employees currently participating in the City's direct deposit program must remain in that program

4 Vacation Payroll Advance – Each employee shall, at his/her option, by written notice to the City's Human Resources Director, be given at least two (2) weeks prior to the commencement of said employee's scheduled vacation, be entitled to receive his/her earned vacation pay, less deductions in advance of said vacation Said right to receive advance payment of earned vacation pay shall be limited to one such advancement during each calendar year

D California Driver License for Firefighting Equipment – Employees required by the City to obtain a valid Class A, Class B or Class C California driver license with firefighter endorsement or Class B restrictive California driver license will be reimbursed for fees paid to the California Department of Motor Vehicles to obtain the Driver License with Firefighter Endorsement

All employees in the classification of Fire Engineer shall be required to possess a valid Class A, Class B or Class C California driver license with firefighter endorsement or Class B restrictive California driver license All other bargaining unit employees shall be required to obtain the following

All employees hired after February 19, 2008, must acquire a valid Class A, Class B or Class C California driver license with firefighter endorsement or Class B restrictive California driver license prior to completing their probationary period

All employees assigned to the USAR team who possess a valid Class A, Class B or Class C California driver license with firefighter endorsement or Class B restrictive California driver license as of the program's implementation date shall be required to maintain their license All current employees assigned to the USAR team prior to the program's implementation date are not required to have a Firefighter Endorsed Driver License All current employees assigned to the USAR team after the program's implementation shall obtain and maintain a valid Class A, Class B or Class C California driver license with firefighter endorsement within one (1) year of their assignment

All employees assigned to the Hazardous Materials team who possess a valid Class A, Class B or Class C California driver license with firefighter endorsement or Class B restrictive California driver license shall maintain their license All employees assigned to the Hazardous Materials team prior to February 19, 2008, are not required to obtain a Firefighter Endorsed Driver License All current employees assigned to the Hazardous Materials team after February 19, 2008 shall obtain and maintain a valid Class A, Class B or Class C California driver license with firefighter endorsement or Class B restrictive California driver license within one (1) year of their assignment

E Deferred Compensation Loan Program – Employees may utilize the Deferred Compensation Loan Program, under which employees may borrow up to fifty percent (50%) of their deferred compensation funds for critical needs such as medical costs, college tuition, or purchase of a home The value of any unused earned leave benefits may be transferred to deferred compensation in connection with separation but the employee must request the transfer no later than the pay period prior to the employee's last day of employment

ARTICLE XIII – MANAGEMENT RIGHTS

Except as expressly abridged or modified herein, the City retains all rights, powers, and authority with respect to the management and direction of the performance of fire services and the work forces performing such services Such rights include, but are not limited to, determination of the merits, necessity, level or organization of fire services, the necessity for overtime, number and location of work stations, nature of work to be performed, contracting for any work or operation, reasonable employee performance standards, including work and safety rules and regulations, in order to maintain the efficiency and economy desirable for the performance of City services

ARTICLE XIV – TERM OF MOU

This MOU shall be in effect commencing on October 1, 2015 through June 30, 2017 This MOU constitutes the entire agreement of the parties as to the changes in wages, hours, and other terms and conditions of employment of employees covered hereunder for the term hereof

ARTICLE XV - CITY COUNCIL APPROVAL

It is the understanding of the City and the Association that this Memorandum of Understanding is of no force or effect whatsoever unless and until ratified by the membership of HBFA and adopted by Resolution of the City Council of the City of Huntington Beach

ARTICLE XVI – SUCCESSOR NEGOTIATIONS

The parties agree to commence labor negotiations for a successor MOU no later than April 1, 2017 At that meeting, the parties shall discuss ground rules and meeting dates

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 5TH day of JULY, 2016

CITY OF HUNTINGTON BEACH
A Municipal Corporation

By _____
Fred A. Wilson
City Manager

By _____
Ken Domer
Assistant City Manager

By _____
Michele Warren
Director of Human Resources

By _____
David Segura
Fire Chief

By _____
Peter J Brown
Chief Negotiator

By _____
JoAnn Diaz
Principal Human Resources Analyst

HUNTINGTON BEACH
FIREFIGHTERS' ASSOCIATION.

By _____
Chad Stewart
HBFA President

By _____
Jeff Nelson
HBFA Negotiation Team Leader – HBFA

By _____
Stuart D Adams Esq
Chief Negotiator

COUNTERPART

APPROVED AS TO FORM

By _____
Michael E Gates
City Attorney

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City Attorney

7 3 Human Resources Officer Motion of Unit Modification – The Human Resources Officer may propose, during the same period for filing a Petition for Decertification, that an established unit be modified in accordance with the following procedure

a The Human Resources Officer shall give written notice of the proposed unit modification to all employee organizations that may be affected by the proposed change Said written notification shall contain the Human Resources Officer's rationale for the proposed change including all information which justifies the change pursuant to the criteria established in Section 6-5 for Appropriateness of Units Additionally, the Human Resources Officer shall provide all affected employee organizations with all correspondence, memoranda, and other documents, which relate to any input regarding the unit modification which may have been received by the City or from affected employees and/or sent by the City to affected employees,

b Following receipt of the Human Resources Officer's proposal for unit modification, any affected employee organization shall be afforded not less than thirty (30) days to receive input from its members regarding the proposed change and to formulate a written and/or oral response to the motion for unit modification to the Personnel Commission,

c The Personnel Commission shall conduct a noticed Public Hearing regarding the motion for unit modification at which time all affected employee organizations and other interested parties shall be heard The Personnel Commission shall make a determination regarding the proposed unit modification which determination may include a granting of the motion, a denying of the motion, or other appropriate orders relating to the appropriate creation of bargaining units Following the Personnel Commission's determination of the composition of the appropriate unit or units, it shall give written notice of such determination to all affected employee organizations,

d Any party who chooses to appeal from the decision of the Personnel Commission is entitled to appeal in accordance with the provision of Section 14-4 of Resolution Number 3335

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APPROVED AS TO FORM

By _____
Michael E Gates
City Attorney

2.0% Effective September 27, 2014

40-Hour Rate (Hourly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	34.28	36.16	38.14	40.24	42.45
0160	Fire Engineer	P0160	40.00	42.20	44.52	46.97	49.55
0226	Firefighter Paramedic	P0226	40.00	42.20	44.52	46.97	49.55
0101	Fire Captain	P0101	45.99	48.52	51.19	54.00	56.97
0100	Administrative Fire Captain	P0100	51.32	54.14	57.12	60.26	63.57

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	2,742.07	2,892.51	3,051.49	3,219.03	3,395.96
0160	Fire Engineer	P0160	3,200.22	3,376.30	3,561.78	3,757.52	3,964.38
0226	Firefighter Paramedic	P0226	3,200.22	3,376.30	3,561.78	3,757.52	3,964.38
0101	Fire Captain	P0101	3,678.89	3,881.47	4,095.16	4,319.96	4,557.58
0100	Administrative Fire Captain	P0100	4,105.41	4,331.07	4,569.55	4,820.85	5,085.82

40-Hour Rate (Monthly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	5,941.15	6,267.10	6,611.57	6,974.56	7,357.92
0160	Fire Engineer	P0160	6,933.81	7,315.32	7,717.20	8,141.30	8,589.48
0226	Firefighter Paramedic	P0226	6,933.81	7,315.32	7,717.20	8,141.30	8,589.48
0101	Fire Captain	P0101	7,970.92	8,409.84	8,872.84	9,359.91	9,874.76
0100	Administrative Fire Captain	P0100	8,895.06	9,383.98	9,900.69	10,445.17	11,019.28

2.0% Effective September 27, 2014

56-Hour Rate (Hourly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	24.48	25.82	27.25	28.74	30.32
0160	Fire Engineer	P0160	28.57	30.14	31.80	33.55	35.40
0226	Firefighter Paramedic	P0226	28.57	30.14	31.80	33.55	35.40
0101	Fire Captain	P0101	32.84	34.66	36.56	38.57	40.70
0100	Administrative Fire Captain	P0100	36.66	38.67	40.80	43.05	45.41

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	2,741.56	2,892.34	3,051.49	3,219.03	3,396.13
0160	Fire Engineer	P0160	3,199.88	3,375.79	3,561.27	3,757.52	3,964.55
0226	Firefighter Paramedic	P0226	3,199.88	3,375.79	3,561.27	3,757.52	3,964.55
0101	Fire Captain	P0101	3,678.55	3,881.98	4,094.98	4,319.96	4,558.09
0100	Administrative Fire Captain	P0100	4,105.75	4,330.73	4,570.06	4,821.36	5,085.82

56-Hour Rate (Monthly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	5,940.04	6,266.73	6,611.57	6,974.56	7,358.29
0160	Fire Engineer	P0160	6,933.07	7,314.21	7,716.09	8,141.30	8,589.85
0226	Firefighter Paramedic	P0226	6,933.07	7,314.21	7,716.09	8,141.30	8,589.85
0101	Fire Captain	P0101	7,970.18	8,410.95	8,872.47	9,359.91	9,875.87
0100	Administrative Fire Captain	P0100	8,895.80	9,383.24	9,901.80	10,446.28	11,019.28

2.0% Effective September 24, 2016

40-Hour Rate (Hourly)

Job Code	Classification	Pay Grade	A	B	C	D	E
229	Firefighter	FA0229	34.97	36.88	38.90	41.04	43.30
160	Fire Engineer	FA0160	40.80	43.04	45.41	47.91	50.54
226	Firefighter Paramedic	FA0226	40.80	43.04	45.41	47.91	50.54
101	Fire Captain	FA0101	46.91	49.49	52.21	55.08	58.11
100	Administrative Fire Captain	FA0100	52.35	55.22	58.26	61.47	64.84

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Pay Grade	A	B	C	D	E
229	Firefighter	FA0229	2,797.60	2,950.40	3,112.00	3,283.20	3,464.00
160	Fire Engineer	FA0160	3,264.00	3,443.20	3,632.80	3,832.80	4,043.20
226	Firefighter Paramedic	FA0226	3,264.00	3,443.20	3,632.80	3,832.80	4,043.20
101	Fire Captain	FA0101	3,752.80	3,959.20	4,176.80	4,406.40	4,648.80
100	Administrative Fire Captain	FA0100	4,188.00	4,417.60	4,660.80	4,917.60	5,187.20

40-Hour Rate (Monthly)

Job Code	Classification	Pay Grade	A	B	C	D	E
229	Firefighter	FA0229	6,061.47	6,392.53	6,742.67	7,113.60	7,505.33
160	Fire Engineer	FA0160	7,072.00	7,460.27	7,871.07	8,304.40	8,760.27
226	Firefighter Paramedic	FA0226	7,072.00	7,460.27	7,871.07	8,304.40	8,760.27
101	Fire Captain	FA0101	8,131.07	8,578.27	9,049.73	9,547.20	10,072.40
100	Administrative Fire Captain	FA0100	9,074.00	9,571.47	10,098.40	10,654.80	11,238.93

2.0% Effective September 24, 2016

56-Hour Rate (Hourly)

Job Code	Classification	Pay Grade	A	B	C	D	E
229	Firefighter	FA0229	24.97	26.34	27.80	29.31	30.93
160	Fire Engineer	FA0160	29.14	30.74	32.44	34.22	36.11
226	Firefighter Paramedic	FA0226	29.14	30.74	32.44	34.22	36.11
101	Fire Captain	FA0101	33.50	35.35	37.29	39.34	41.51
100	Administrative Fire Captain	FA0100	37.39	39.44	41.62	43.91	46.32

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Pay Grade	A	B	C	D	E
229	Firefighter	FA0229	2,796.64	2,950.08	3,113.60	3,282.72	3,464.16
160	Fire Engineer	FA0160	3,263.68	3,442.88	3,633.28	3,832.64	4,044.32
226	Firefighter Paramedic	FA0226	3,263.68	3,442.88	3,633.28	3,832.64	4,044.32
101	Fire Captain	FA0101	3,752.00	3,959.20	4,176.48	4,406.08	4,649.12
100	Administrative Fire Captain	FA0100	4,187.68	4,417.28	4,661.44	4,917.92	5,187.84

56-Hour Rate (Monthly)

Job Code	Classification	Pay Grade	A	B	C	D	E
229	Firefighter	FA0229	6,059.39	6,391.84	6,746.13	7,112.56	7,505.68
160	Fire Engineer	FA0160	7,071.31	7,459.57	7,872.11	8,304.05	8,762.69
226	Firefighter Paramedic	FA0226	7,071.31	7,459.57	7,872.11	8,304.05	8,762.69
101	Fire Captain	FA0101	8,129.33	8,578.27	9,049.04	9,546.51	10,073.09
100	Administrative Fire Captain	FA0100	9,073.31	9,570.77	10,099.79	10,655.49	11,240.32

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT C – RETIREE SUBSIDY MEDICAL PLAN

An employee who has retired from the City shall be entitled to participate in the available medical insurance plans and the City shall contribute toward monthly premiums for coverage in an amount as specified in accordance with this plan, provided

A At the time of retirement the employee has a minimum of ten (10) continuous years of regular (permanent) City service immediately prior to retirement or is granted an industrial disability retirement Said service must be continuous unless prior service is reinstated at the time of his/her rehire in accordance with the City's Personnel Rules, and

B At the time of retirement, the employee is employed by the City, and

C Following official separation from the City, the employee is granted a retirement allowance by the California Public Employees' Retirement System

The City's obligation to pay the monthly premium, as indicated, shall be modified downward or cease during the lifetime of the retiree upon the occurrence of any one of the following

1 On the first of the month in which a retiree or dependent reaches age 65 or on the date the retiree or dependent can first apply and become eligible, automatically or voluntarily, for medical coverage under Medicare (whether or not such application is made), the City's obligation to pay monthly premiums may be adjusted downward or eliminated Benefit coverage at age 65 under the City's sponsored medical insurance plans shall be governed by applicable plan document

2 In the event of the death of any employee, whether retired or not, the amount of the retiree medical insurance subsidy benefit which the deceased employee was receiving at the time of his/her death or would be eligible to receive if he/she were retired at the time of death, shall be paid on behalf of the spouse or dependent(s) for a period not to exceed twelve (12) months

D Industrial Disability Retirees -Industrial disability retirees with less than ten (10) continuous years of regular (permanent) service shall receive a maximum monthly payment toward the premium for health insurance of $121 Payments shall be in accordance with the stipulations and conditions, which exist for all retirees Payment shall not exceed dollar amount, which is equal to the full cost of premium for employee only

E Maximum Monthly Subsidy Payments - The payment amounts may be reduced each month as dependent eligibility ceases due to death, divorce or loss of dependent child status However, the amount shall not be reduced if such reduction would cause insufficient funds needed to pay the full premium for the employee and the remaining dependents In the event no reduction occurs and the remaining benefit premium is not sufficient to pay the premium amount for the employee and the eligible dependents, said needed excess premium amount shall be paid by the employee

All retirees, including those retired as a result of industrial disability whose number of years of continuous regular (permanent) service immediately prior to retirement exceeds ten (10) years, shall be entitled to maximum monthly payment of premiums by the City for each year of completed City service as follows

Years of Service	Maximum Monthly Payment for Retirees After
10	$ 121
11	136
12	151
13	166
14	181
15	196
16	211
17	226
18	241
19	256
20	271
21	286
22	300
23	315
24	330
25	344

F Eligibility

1 The effective start-up date of the Retiree Subsidy Medical Plan for the eligible retirees shall be the first of the month following retirement date

2 A retiree may change plans, add dependents, etc , during annual open enrollment The City shall notify covered retirees of this opportunity each year

3 Years of service computed for the Retiree Subsidy Medical Plan are actual years of completed continuous regular (permanent) service with the City of Huntington Beach immediately prior to retirement

4 When a retiree is eligible for medical plan coverage at the expense of another employer due to post-retirement employment of the retiree or spouse of the retiree, the retiree and his/her spouse must take that coverage regardless of benefit level and shall be deleted from any City sponsored health insurance Plan Exceptions to this requirement are limited to the following

a A retiree is not required to enroll in such "other" medical insurance plan coverage if there is significant disparity between the benefits provided by the "other" medical insurance plan and the City sponsored health insurance plan as defined below "Significant disparity" means coverage available under the "other" medical plan is restrictive or limited in one or more of the following ways

1) No in-patient hospitalization coverage

2) No major medical benefits

3) Annual deductible is greater than or equal to $1,000 per person

4) Major medical benefits are paid at 60% or less of covered expenses in network

b The City Manager or designee will have the authority to provide additional exceptions following review of the "other" medical insurance plan policy Exceptions will be made only if the "other" medical plan benefit provisions are comparable to the guidelines under (F 4 a) above

c Miscellaneous Provisions

1) Benefits provided under the available medical insurance plan will be coordinated with the "other" medical insurance plan as the primary carrier

2) The City shall have the right to require any retiree to provide a copy of the "other" medical insurance plan policy for review by the City Manager or designee

5 When a retiree under age 65 becomes eligible for the other group coverage and then becomes no longer eligible, he/she may have the Retiree Subsidy Medical Plan reinstated for the purchase of available health insurance

6 Dependents of a retiree under age 65 may follow him/her into the Retiree Subsidy Medical Plan or they may choose to exercise COBRA rights along with the retiree

7 When a retiree becomes 65 and has eligible dependents under 65, said dependents are eligible to exercise COBRA rights

8 When a retiree is under 65 and his/her spouse is over 65, the spouse is not covered

G Premium payments are to be received at least one month in advance of the coverage period Retiree Subsidy Medical Plan and COBRA participants shall be notified of non-payment of premium by means of a certified letter from the City in accordance with provisions of the Memorandums of Understanding

A retiree who fails to pay premiums due for coverage and is in arrears for sixty (60) days shall be terminated from the plan and shall not have reinstatement rights

H Subsidies

1 The subsidy payments will pay for

a Available health insurance plans for eligible retirees.

b Part A of Medicare for those retirees not eligible for paid Part A

2 Subsidy payments will not pay for

a Part B Medicare

b Any other City sponsored benefit plan

c Any other commercially available benefit plan

d Medicare supplements

I Medicare

1 All persons are eligible for Medicare coverage at age 65 Those with sufficient credit quarters of Social Security will receive Part A of Medicare at no cost Those without sufficient credited quarters are still eligible for Medicare at age 65, but will have to pay for Part A of Medicare if the individual elects to take Medicare In all cases, Part B of Medicare is paid for by the participant

2 When a retiree and his/her spouse are both 65 or over and neither is eligible for paid Part A of Medicare, the subsidy shall pay for Part A for each of them or the maximum subsidy, whichever is less

3 When a retiree at age 65 is eligible for paid Part A of Medicare and his/her spouse is not eligible for paid Part A, the spouse shall not receive subsidy When a retiree at age 65 is not eligible for paid Part A of Medicare and his/her spouse who is also age 65 is eligible for paid Part A of Medicare, the subsidy shall be for the retiree's Part A only

J Cancellation

1 For retirees/dependents eligible for paid Part A of Medicare, the following cancellation provisions apply

a Coverage for a retiree under the Retiree Subsidy Medical Plan will be eliminated on the first day of the month in which the retiree reaches age 65 whether or not the retiree applies for Medicare coverage If such retiree was covering dependents under the Plan, dependents will be eligible for COBRA continuation benefits effective as of first day of the month in which the retiree reaches age 65

b When one of the following occurs, dependent coverage will be eliminated

1) After 36 months of COBRA continuation coverage, or

2) When the covered dependent reaches age 65 in the event such dependent reaches age 65 prior to the retiree reaching age 65

2 Premium payments are to be received at least one month in advance of the coverage period

3 A retiree who fails to pay premiums due for coverage and is in arrears for sixty (60) days shall be terminated from the plan and shall not have reinstatement rights

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT D – TILLER CERTIFICATION

Following is the method of application regarding Tiller Certification, Article V, Section E-4 of the Huntington Beach Firefighter's Association MOU

Article V, Section E-4-Tiller Certification

a Tiller Certification -- The Huntington Beach Training Manual identifies the method and requirements for Tiller Certification

b Class A, B, or C California Driver License with a Firefighter Endorsement or Class B Firefighter Restrictive License -- State Department Of Motor Vehicles established

c Light Air Unit -- The intent is for a Firefighter to be able to drive, set up, and safely operate the Light Air unit Proper operation for the Light Air Unit is defined in policy

Note! *All Fire Department personnel have been trained in the past in the operation of the Light Air Unit All Firefighters who were previously trained have been grandfathered into meeting the requirements This process will provide the following options for compensation*

If the Firefighter was Tiller Certified and had a Class B Firefighter Restrictive License as of September 5, 1998, they will receive the identified compensation effective that date

- If, after September 5, 1998, a Firefighter obtains Tiller Certification and the Class A, B or C California Driver's License with a Firefighter Endorsement or a Class B Firefighter Restrictive Drivers License, they will be eligible for compensation following application Firefighters will be required to become certified in light air operation

- For Firefighters to request compensation for the Light Air Unit they must complete the appropriate training per policy, including obtaining Tiller Certification, Class A, B or C California Driver's License with a Firefighter Endorsement or a Class B Firefighter Restrictive Drivers License, and be certified in light air operations They will be eligible for compensation following application

Note! *If a Firefighter elects not to participate in the above mentioned Tiller Certification compensation, it does not preclude the currently established requirement by the Department for a firefighter to be Tiller Certified, as identified in the Huntington Beach Training Manual*

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT E – INCOME PROTECTION PLAN

This is to memorialize an agreement between the City of Huntington Beach (City) and the Huntington Beach Firefighter's Association (HBFA) regarding authorizing the HBFA to administer its own Long Term Disability (LTD) insurance program providing the following conditions are adhered to

1 The City and HBFA agree that the City shall not provide a City-sponsored LTD Insurance Program for employees represented by HBFA

2 HBFA shall contract with an insurance provider for LTD insurance for the employees represented by the HBFA

3 The City shall pay to HBFA for the cost of LTD premiums not to exceed $38.00 per month per occupied covered position represented by HBFA

4 Non-dues paying represented employees shall be covered by the LTD Policy at the same premium rate as dues paying represented employees

5 City payment to HBFA is to be made for each represented employee per month based on the bi-weekly payroll

6 HBFA shall pay the insurance company for the cost of premiums and any charges incurred for administering the program

7 HBFA shall provide the City with a monthly listing of covered employees

8 No self-funding/self-insurance of LTD benefits is permitted under this agreement

9 HBFA shall authorize the City to have the insurance company provide documentation to the City as follows

   a A copy of the most current audited financial statements

   b A copy of the latest actuarial report, which should be completed by an independent "Fellow of the Society of Actuaries",

   c A copy of the in-force re-insurance Policy,

10 HBFA will provide a statement certifying that premiums collected are for LTD benefits for HBFA represented employees only

LEAVE BENEFITS
(EXAMPLE)

Permanent, full-time employees shall accrue annual vacations or sick leave at their appropriate assigned work schedule rate, either 40-hour or 56-hour workweek The actual accrual, as reflected on their payroll check will also reflect their actual work schedule In the event of a change in work schedules, personnel will have their accrual rate (Constant) and actual accrual (Accrued) change to the new schedule using the conversion factor, 7143 Paychecks will reflect the accrual rate based on the actual work schedule, either forty (40) or fifty-six (56) hour schedule All maximum accruals will be modified to reflect the proper number of hours, either 40-hour or 56-hour workweek

EXAMPLE – CURRENT EXCEPTION

40-HOUR EXAMPLE

Paycheck stub shows 1000 hours accrued sick leave
Employee uses 24 hours sick time
1000 hours – 24 hours = 976 hours

56-HOUR FIREFIGHTER PARAMEDIC

Paycheck stub shows 1000 hours accrued sick leave
Employee uses 24 hours sick time
1000 hours – 24 x 7143 = 17 1 hours = 982 9 hours
(This mathematical transaction takes place for each exception)

EXCEPTION

ALL 56-HOUR PERSONNEL

Modify to 56-hour schedule - current accrued hours divided by 7143
40-hour rate paycheck stub indicates 1000 hours sick leave
1000 hours divided by 7143 = 1400 hours
1400 hours would be reflected on the employee's 56-hour workweek paycheck stub
56-hour schedule employee uses 24-hours sick time - hours are taken hour for hour
1400 hours – 24 hours = 1376 hours remaining

LEAVE BENEFITS
(EXAMPLE)

ACCRUAL RATE

Current 40-hour employees - sick leave accrual - 3 6923 hours per pay period
56-hour Firefighter Paramedic employee would accrue sick leave at 5 1691 (3 6923 divided by 7143 = 5 1691) hours per pay period This would accurately indicate accrual at the 56-hour rate

56-HOUR EMPLOYEE ASSIGNED TO A 40-HOUR POSITION

Upon change of 56-hour Firefighter Paramedic employee to a 40-hour employee

Accrued sick leave = 1400 hours
1400 x 7143 = 1000 hours
1000 hours would be reflected on pay check

Sick leave accrual would return to 3 6923 per pay period

✓ Applicable() to the following personnel

✓ Fire Administration	✓ Fire Prevention	Fire Captain	Firefighter Paramedic
✓ Chief Officer	✓ Fire Suppression	Fire Engineer	Firefighter

INTENT

To establish and maintain the minimum staffing levels for the Huntington Beach Fire Department

DEFINITIONS

1 **Apparatus** - Any vehicle utilized to respond to fires, other emergencies or work assignments that requires a California Class A, Class B, or Class B firefighter restrictive driver's license

- **Fire Engine-** An apparatus with fire pump, fire hose, water tank, ground ladders, necessary firefighting equipment, and may include a "telesquirt" type ladder, but specifically excluding aerial ladder or platform capabilities

- **Fire Truck-** An apparatus that has mounted on the chassis, an aerial ladder or aerial platform, "TRUCK COMPANY" equipment, and may include a fire pump, fire hose, and water tank

- **Hazardous Materials (HAZMAT) Unit-** An apparatus that has tools and equipment used in the mitigation of Hazardous Materials incidents

- **Paramedic Engine or Paramedic Assessment Engine** -A fire engine that carries Advanced Life Support equipment

- **Paramedic Unit-** Any Fire Department vehicle, other than a fire engine or fire truck, that carries Advanced Life Support equipment

- **Special Purpose Apparatus** -Apparatus (as described in No 1 above), not otherwise defined in this policy and utilized for response to alarms

2 **Fire Company-** A firefighting force commanded by a single Fire Captain (or a person assigned/qualified as such)

3 **In-Service** - Personnel, apparatus, and/or equipment that are available for dispatch to an alarm or actively involved in an alarm

4 **Qualified Personnel** - Any Huntington Beach Fire Department employee meeting the minimum qualifications for the position as detailed in Policy D-10 who is operating/ functioning with the approval of the on-duty Battalion Chief

POLICY

The Duty Battalion Chief shall be responsible to ensure that each fire station and each apparatus are fully staffed according to this policy

A. MINIMUM STAFFING

The City of Huntington Beach (City) shall cause apparatus to be staffed with sufficient personnel to ensure the safety of employees and the control of risk For these purposes, the minimum staffing shall be as follows

1 Each Fire Company shall be staffed with a minimum of three (3) personnel and may be assigned various firefighting or other emergency related activities, as well as routine duties Fire Companies are generally assigned as engine companies or truck companies when they operate with a fire engine or fire truck apparatus They may, however, operate without apparatus or with more than one (1) vehicle or apparatus When operating with more than one (1) vehicle or apparatus, the minimum staffing requirements of this section shall be required when the vehicle is operated on an incident scene Apparatus responding Code 3 shall be staffed with a minimum of two (2) persons

2 Each in-service engine company shall be staffed with no less than one (1) Fire Captain, one (1) Fire Engineer, and one (1) Firefighter Any member may be a Paramedic

   a In the event a Fire Company drops below minimum staffing and "Qualified Personnel" are available, that Fire Company may continue to respond to augment single engine alarms A second fully staffed engine shall be dispatched

3 Each in-service truck company shall be staffed with no less than one (1) Fire Captain, one (1) Fire Engineer and two (2) Firefighters Any member may be a Paramedic

   a In the event a Fire Company drops below minimum staffing and "Qualified Personnel" are available, that Fire Company may continue to respond to augment single engine alarms A second fully staffed engine shall be dispatched

4 Each in-service paramedic unit shall be staffed with no less than two (2) certified Paramedics

5 Each in-service paramedic engine company shall be staffed with no less than one (1) Fire Captain, one (1) Fire Engineer, and two (2) Firefighters Two (2) of the members must be certified Paramedics

a In the event a Fire Company drops below minimum staffing and "Qualified Personnel" are available, that Fire Company may continue to respond to augment single engine alarms A second fully staffed engine shall be dispatched

6 Each in-service paramedic assessment engine company shall be staffed with no less than one (1) Fire Captain, one (1) Fire Engineer, and one (1) Firefighter One (1) of the members must be a certified Paramedic

a In the event a Fire Company drops below minimum staffing and "Qualified Personnel" are available, that Fire Company may continue to respond to augment single engine alarms A second fully staffed engine shall be dispatched

7 Each in-service hazardous materials apparatus shall be staffed with a fire company of which the regularly assigned personnel shall be specially trained in hazardous materials incident practices and procedures One or more of the personnel staffing the hazardous materials apparatus may be assigned as technical advisors to an emergency's Incident Commander When this occurs, the remaining personnel may be reassigned to other companies involved in the incident or other Hazardous Materials Joint Powers Authority providers

8 Special purpose apparatus shall be staffed with no less than one (1) person (Fire Engineer or Firefighter assigned/qualified as such) when responding Code 2, and with no less than two (2) personnel (one of whom must be a Fire Engineer or a Firefighter assigned/qualified as a Fire Engineer) when responding Code 3 to alarms

9 Fire apparatus not considered to be in service shall not be required to have personnel assigned to them for the purposes of this Article

10 The minimum staffing as set forth in this Article shall be specifically and exclusively from public safety employees of the Huntington Beach Fire Department for all routine activities and normal shift duties Reserve Firefighters shall not be used to meet minimum staffing levels

a No employee shall be assigned to more than one (1) fire-company at the same time for all routine activities and normal shift duties

b Routine activities and normal shift duties shall include those emergencies that would normally be handled by the on-duty suppression force

C. FILLING VACANCIES

1 Employees acting in a higher classification, when properly qualified, shall be considered equivalent to the required classification

c Employees acting in a higher classification shall be paid acting pay for all time worked in the higher class when the time cumulatively exceeds two (2) hours within one (1) 24-hour shift Acting pay will be calculated based on the step range of the higher classification, which provides at least a five percent range differential For example, a Firefighter at E step who is qualified and acts as an Engineer will be compensated at the hourly rate of a D step Engineer, which is equal to or greater than a five percent differential

2 Any employee assigned to serve in the capacity of Battalion Chief's Aide shall not be utilized to satisfy any of the minimum staffing requirements except as set forth in this Article The BC's Aide may be utilized to fill a position for which he/she is qualified to serve in cases of temporary fill-in of four (4) hours or less

3 Either one (1) Firefighter or one (1) Firefighter Paramedic assigned to a truck company may be utilized for special assignments for a period not to exceed four (4) hours in a 24 hour period

4 REPLACEMENT CALLBACK When a vacancy exists on any apparatus, the Department will be obligated to meet minimum staffing obligations of this Article by use of off-duty personnel on an overtime basis In the event an apparatus is placed out of service, those persons previously assigned thereto may be utilized to fill any vacancy prior to the use of off-duty personnel on an overtime basis

5 When a vacancy exists on any apparatus, the vacancy shall be filled rank for rank based upon the provisions of the Fire Department's Policy D-3 (Callback Staffing System)

D. NEW EQUIPMENT

1 If the City makes a managerial decision to change staffing levels provided for in the MOU, or to utilize any new apparatus over and above that presently in use, the City and the Association shall Meet and Confer in good faith prior to such action being implemented

2 The Meet and Confer process/obligation shall apply to any managerial decision to eliminate any paramedic unit(s) / van(s)

E. CHANGES IN STAFFING

1 If either party requests a Meet and Confer, as indicated in New Equipment and Changes in Staffing sections above, the parties shall complete the process (including any impasse procedure) within 60 days, unless otherwise extended by mutual agreement

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION
EXHIBIT H – FIREFIGHTERS' RIGHTS TO APPEAL DISCIPLINARY ACTION

The following appeals procedures are adopted pursuant to Government Code § 3254 5 of the Firefighters Procedural Bill of Rights Act and supersede any personnel rules to the contrary

1 DEFINITIONS

a The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 325 1(a)

b The term "punitive action" means any action defined by Government Code §3251(c), i e , "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment "

2 APPEAL OF A PUNITIVE ACTION NOT INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OR REDUCTION IN SALARY OF A FIREFIGHTER

Pursuant to Government Code § 11445 20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving discharge, demotion, reduction in salary or suspension

a Notice of Appeal - Within fifteen (15) calendar days of receipt by a firefighter of notification of punitive action as set forth above, the firefighter shall notify the office of the Fire Chief in writing of the firefighter's intent to appeal the punitive action The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal

b Presiding Officer - In an informal hearing, a Division Chief shall be the presiding officer A Division Chief shall conduct the informal hearing in accordance with these procedures and shall make the final decision If the Division Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code §11425 40, then the Fire Chief or his/her designee shall serve as the Presiding Officer and shall make the final decision Written reprimands adjudicated following the informal process provided herein shall be removed from the employee's personnel file after two years if no similar occurrence takes place within that time If a similar occurrence takes place (as determined by the Fire Chief) the discipline shall remain until two years have passed without such an occurrence

c Burden of Proof - The employer shall bear the burden of proof at the hearing

1) If the action being appealed does not involve allegations of employee misconduct, the limited purpose of the hearing shall be to provide the officer the opportunity to establish a record of the circumstances surrounding the action The Department's burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable The Department's burden of proof may be

satisfied even though reasonable persons may disagree about the appropriateness of the action

2) However, if the punitive action involves charges of misconduct, the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge and that the punitive action was reasonable under the circumstances

d Conduct of Hearing

1) The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time
2) The parties may present opening statements
3) The parties may present evidence through documents and testimony
   aa Witnesses shall testify under oath
   bb Subpoenas may be issued pursuant to Government Code §§11450 05- 11450 50
4) Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the hearing officer

e Recording of the Hearing - The hearing may be tape recorded or stenographically recorded by a Certified Court Reporter by either party The per diem cost of the court reporter shall be equally borne by the parties The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript

f Representation - The firefighter may be represented by an association representative and/or attorney of his or her choice at all stages of the proceedings All costs associated with such representation shall be borne by the firefighter

g Decision - The decision shall be in writing pursuant to Government Code §11425 50 The decision shall be served personally or by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094 6

3 APPEAL OF A DISCIPLINARY DECISION INVOLVING DISCHARGE, REDUCTION IN SALARY, DEMOTION OR SUSPENSION OF A FIREFIGHTER

a In those instances where the procedures in Government Code §§ 11400, et seq are inapplicable to an administrative appeal, the administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code

b Notice of Discipline as Accusation - The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, et seq Pursuant to Government Code section 3254, subsection (f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline

The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter concurrently with the notice of discipline

c Notice of Defense/Request for Hearing - Within 15 calendar days after service of the accusation the respondent may file with the office of the Fire Chief a notice of defense in which the respondent may

1) Request a hearing,
2) Object to the accusation upon the ground that it does not state acts or omissions upon which the agency may proceed,
3) Object to the form of the accusation on the ground that it is so indefinite or uncertain that the respondent cannot identify the transaction or prepare a defense,
4) Admit the accusation in whole or in part,
5) Present new matter by way of defense,
6) Object to the accusation upon the ground that, under the circumstances, compliance with the requirements of a regulation would result in a material violation of another regulation enacted by another department affecting substantive rights,

Within the time specified respondent may file one or more notices of defense upon any or all of these grounds but all of these notices shall be filed within that period unless the agency in its discretion authorizes the filing of a later notice

The respondent shall be entitled to a hearing on the merits if the respondent files a notice of defense, and the notice shall be deemed a specific denial of all parts of the accusation not expressly admitted Failure to timely file a notice of defense shall constitute a waiver of respondent's right to a hearing, but the agency in its discretion may nevertheless grant a hearing Unless objection is taken as provided in Government Code Section 11506, all objections to the form of the accusation shall be deemed waived

The notice of defense shall be in writing signed by or on behalf of the respondent and shall state the respondent's mailing address It need not be verified or follow any particular form

d Administrative Law Judge - Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Personnel Commission with the administrative law judge presiding at the hearing, pursuant to Government Code §

11512(b) The administrative law judge shall rule on the admission and exclusion of evidence and advise the Personnel Commission on matters of law The Personnel Commission shall exercise all other powers relating to the conduct of the hearing pursuant to pre-established Huntington Beach Rules The process contemplated in this subsection may be "reopened" for discussion after three years

e Time and Place of Hearing - Pursuant to Government Code § 11508, unless otherwise decided by the Personnel Commission, a hearing shall be conducted at City Hall at a time to be determined by the Personnel Commission

f Notice of the Hearing - Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509

g The Personnel Commission may recommend to sustain, reduce, or rescind the disciplinary action taken where evidence produced in the hearing warrants such recommendation The standard at the hearing shall be "Just Cause " In all instances, the Personnel Commission shall certify copies of its findings and decision to the City Manager, the department head from whose action the appeal was made, and the appellant employee The Board's decision shall be final Requests for reconsideration by the Personnel Commission shall be governed by Government Code §11527

The decision shall be in writing The decision shall be served personally or by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, and shall be accompanied by an affidavit or certificate of mailing Judicial review of the decision may be sought pursuant to Government Code § 11523 and the Code of Civil Procedure

h In the event California Law cited herein is modified, these rules shall also be automatically modified in accordance thereto

Res. No. 2016-48

STATE OF CALIFORNIA
COUNTY OF ORANGE) ss:
CITY OF HUNTINGTON BEACH)

I, ROBIN ESTANISLAU the duly appointed, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven, that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said City Council at a **Regular** meeting thereof held on **July 5, 2016** by the following vote

AYES: O'Connell, Sullivan, Katapodis, Hardy, Delgleize
NOES: Posey, Peterson
ABSENT: None
ABSTAIN: None

Robin Estanislau

City Clerk and ex-officio Clerk of the
City Council of the City of
Huntington Beach, California