

September 2, 2003

Honorable Mayor and Members of
The Hermosa Beach City Council

City Council Meeting of
September 9, 2000

**Resolution Approving Memorandum of Understanding Between the City and the
Hermosa Beach Firefighters' Association.**

Recommendation:

It is recommended that the City Council adopt the attached resolution approving the Memorandum of Understanding between the City and the Hermosa Beach Firefighters' Association.

Background:

The City Council directed staff to meet and confer with representatives of this employee group to discuss wages, hours, and working conditions contained in the Memorandum of Understanding that expired on June 30, 2003. On August 14, 2003, the parties reached a tentative agreement on the terms described below. The members of the employee group met and have approved the tentative agreement.

The negotiated major changes include:

1. Term of the agreement is to be July 1, 2003 through June 30, 2005.
2. Salary increases of:
 - 2.25% Effective July 1, 2003
 - 3% Effective July 1, 2004
3. Minor increases in uniform allowance and premium pay including promotion eligibility pay, State Fire Officer, and Chief Officer certification. Removal of Mechanic premium.
4. Minor changes in the area of contributions towards retiree medical insurance supplements and the employee option benefit program.
5. Change to vacation accrual schedule and compensatory time bank cap.

Funding for this has been included in Prospective Expenditures account of the 2003-2004 Budget.

Respectfully submitted:

Michael Earl
Personnel & Risk Management Director

Stephen Burrell
City Manager

RESOLUTION NO. 03-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HERMOSA BEACH, CALIFORNIA, TO ADOPT A MEMORANDUM OF UNDERSTANDING WITH THE HERMOSA BEACH FIREFIGHTERS ASSOCIATION.

WHEREAS, employees of the City of Hermosa Beach, California represented by the Hermosa Beach Firefighters Association, have elected to meet and confer with the City of Hermosa Beach on matters concerning wages, hours, and working conditions; and,

WHEREAS, the above personnel have selected certain individuals to represent them; and

WHEREAS, Employee and Management representatives have jointly negotiated a Memorandum of Understanding which has been ratified by a majority vote of the members of the Hermosa Beach Firefighters Association; and

WHEREAS, the Employee and Management representatives have mutually agreed to recommend that the City Council adopt this Memorandum of Understanding.

NOW, THEREFORE, the City Council of the City of Hermosa Beach resolves to enter into a Memorandum of Understanding to be effective for the period of July 1, 2003 through and including June 30, 2005, and authorizes the City Manager to sign the Memorandum of Understanding on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall certify to the passage and adoption of this resolution; shall cause the same to be entered among the original resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which time same is passed and adopted.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF SEPTEMBER 2003,

PRESIDENT of the City Council and MAYOR of the City of Hermosa Beach, California

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF HERMOSA BEACH

AND

FIREFIGHTERS ASSOCIATION

July 18, 2003 – June 30, 2005

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF HERMOSA BEACH
AND THE
HERMOSA BEACH FIREFIGHTERS' ASSOCIATION**

ARTICLE I – PREAMBLE

This Memorandum of Understanding has been entered into pursuant to the laws of the State of California and the City of Hermosa Beach, hereinafter referred to as the City, and has been executed by the City Manager on behalf of the City, and the Hermosa Beach Firefighters, hereinafter referred to as the Association.

ARTICLE 2 – RECOGNITION

- A. Pursuant to the Association's petition to the City dated March 25, 1982, and applicable State laws, Firefighters' Association is acknowledged by the City as the majority representative of the employees in the following classifications:

Firefighter
Firefighter/Paramedic
Fire Engineer
Fire Captain

- B. It is understood that Fire Captains are included in the bargaining unit. However, because of the nature of the department and the lack of another supervisory employee rank between Fire Captain and Fire Chief, Fire Captains will be permitted to function as management. Part of the duties of the Fire Captain will be to carry out the direction of management in regard to directing the work force.

ARTICLE 3 – MUTUAL RECOMMENDATION

This Memorandum of Understanding constitutes a mutual recommendation by the parties to the City Council. It is expressly intended that the duties, responsibilities, and functions of the City in the operation of its Fire Department shall in no manner be impaired, subordinated, or negated by any provisions of this agreement.

ARTICLE 4 – CITY COUNCIL APPROVAL

It is, however, the mutual understanding of all the parties hereto that such Memorandum of Understanding will become effective upon approval by the City Council of the City of Hermosa Beach.

ARTICLE 5 – REPEALS

The provisions of this Memorandum of Understanding together with those wages, hours, and other terms and conditions of employment in existence prior to July 1, 1997, and are not changed by this Memorandum, shall constitute the wages, hours, and terms

and conditions of employment for the employees during the terms of this Memorandum of Understanding.

ARTICLE 6 – EFFECTIVE AND TERMINATION DATES

This Memorandum of Understanding shall become effective July 18, 2003, and will continue through June 30, 2005, with respect to all fire safety employees of the City of Hermosa Beach. During the period covered by this Memorandum of Understanding, any items concerning wages, hours, and other terms and conditions of employment provided by this Memorandum of Understanding shall remain in effect unless the parties agree to revise the same as a written modification to this Memorandum of Understanding, subject to the limitations expressed in Section 3504 of the Government Code.

ARTICLE 7 – CONSTITUTIONALITY

If any section, subsection, subdivision, sentence, clause, or phrase of this Memorandum of Understanding is for any reason held to be illegal or unconstitutional, such decision shall not effect the validity of the remaining portion of this Memorandum of Understanding.

ARTICLE 8 – MANAGEMENT’S RIGHTS RESERVED

1. Manage the City.
2. Schedule working hours.
3. Establish, modify or change work schedules or standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
6. Determine the location of any new facilities, building, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
7. Determine services to be rendered.
8. Determine the layout of buildings and equipment and materials to be used herein.
9. Determine processes, techniques, methods and means or performing work.
10. Determine the size, character and use of inventories.
11. Determine the financial policy including accounting procedures.

12. Determine the administrative organization of the system.
13. Determine selection, promotion, or transfer of employees.
14. Determine the size and characteristics of the work force.
15. Determine the allocation and assignment of work to employees.
16. Determine policy affecting the selection of new employees.
17. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
18. Determine administration of discipline.
19. Determine control and use of City property, materials and equipment.
20. Schedule work periods and determine the number of work periods.
21. Establish, modify, eliminate or enforce rules and regulations.
22. Place work with outside firms.
23. Determine the kinds and numbers of personnel necessary.
24. Determine the methods and means by which such operations are to be conducted.
25. Require employees, where necessary, to take in-service training courses during working hours.
26. Determine duties to be included in any job classifications.
27. Determine the necessity of overtime and the amount of overtime required.
28. Take any necessary action to carry out the mission of the City in cases of an emergency.

The exercise of the foregoing powers, rights authority, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and the discretion in connection therewith, shall be limited only by the terms of this Memorandum of Understanding, City Personnel Ordinance, Personnel Rules and Regulations, current established practice, and other statutory law.

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's' rights shall impact on the employees of the bargaining unit, the City agrees to meet and confer

with representatives of the Association, upon request by the Association, regarding the impact of the exercise of such rights unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

ARTICLE 9 – FIRE SERVICE CONSOLIDATION

- A. In the event that the City should relinquish certain managerial functions due to consolidation or merger, the City will notify the Association in order to meet and reach an agreement with the Association where such consolidation or merger affects the hours, wages or other terms and conditions of employment of the work force of the Fire Department.
- B. The City agrees that, should it exercise its management right to consolidate or otherwise contract out all or part of the fire safety function, all accrued [vacation, sick, comp.] time, not yet utilized as of the consolidation date shall either be paid in full or transferred to the new provider; for employees so transferring, they shall have the choice of cash in/retention of said accrued leaves.

ARTICLE 10 – EXEMPT EMPLOYEES

- A. For purposes of FLSA pay and overtime, Fire Captains will be treated the same as non-exempt classifications.
- B. It is understood that the Captains, as management, may from time to time have to rearrange the manpower on any particular shift.

ARTICLE 11 – SCOPE OF REPRESENTATION

The scope of representation of the Association shall include all matters relating to employment condition and employer-employee relations including wages, hours, and other terms and conditions of employment.

ARTICLE 12 – NO DISCRIMINATION

Both parties to this agreement agree not to discriminate against any employee or applicant because of age, gender, race, national origin, religion, color, ancestry, marital status, sexual orientation, physical or mental disability, medical condition, and/or Association membership or activity. Additionally, the City expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of law. No employment decision may be made based upon an employee's submission to or rejection of such conduct. It is the responsibility of any employee who believes that they are the victim of such harassment, whether sexual, racial, ethnic or religious to report the conduct to their Fire Chief, Personnel Director or the City Manager in a timely manner.

ARTICLE 13 – HOURS OF WORK

All employees covered by this Memorandum of Understanding shall work shifts of twenty-four (24) hours in such a manner that they average 56 hours per week.

ARTICLE 14 – 7K EXEMPTION

The City of Hermosa Beach has exercised its ability to take a statutory “7K” exemption for sworn fire personnel. The work period for such employees shall be twenty eight (28) days in length commencing on April 16, 1986.

ARTICLE 15 – STEWARDS’ ADMINISTRATIVE LEAVE

The City shall provide an aggregate total of three (3) shifts per year for use by the Association stewards to attend employer-employee related seminars, conferences, etc., such times subject to mutual agreement with the Fire Chief and the availability of replacement personnel.

ARTICLE – REASONABLE NOTICE

It is mutually understood and agreed that a copy (via the United States postal service) of the City Council and/or Personnel Board agenda for each meeting, mailed to the Association, shall constitute reasonable written notice, and notice of an opportunity to meet with such agencies, on all matters within the scope of representation upon which the City Council or Personnel Board may act.

ARTICLE 17 – ACCESS TO WORK STATION

The City agrees to grant official representatives of the Association the access and right to discuss any grievance or problem arising under the terms of this Agreement with any employee during working hours. It is agreed that there will be as little interference as possible by the Association Representative during the working hours of said employee. It is agreed that the Association Representative shall be permitted to conduct a reasonable amount of Association business regarding grievances during working hours without loss of pay and that the Association may use City facilities to conduct meetings when such facilities are available.

ARTICLE 18 – BULLETIN BOARD

One bulletin board will be provided upon which the Association may post only notices of recreational, health and welfare, and social affairs, notices of meetings or election. The posting of any other classes of notices or the distribution of any written or printed notices, cards, pamphlets or literature of any kind at City work stations or premises is prohibited without the prior permission of the City Manager or an authorized departmental management official.

ARTICLE 19 – PAYROLL DEDUCTION

It is mutually agreed that the City will, during the term of this Agreement, deduct monies and remit to the Association (as authorized by Employee Payroll Deduction

Authorization) a deduction for dues and insurance, providing there is not more than one such deduction per pay period.

ARTICLE 20 – NO REDUCTION

It is agreed that no member of the Association by virtue of the adoption of this Agreement shall suffer a reduction in working conditions and/or other benefits not otherwise enumerated in this Memorandum of Understanding.

ARTICLE 21 – ACTING POSITIONS & SPECIAL DUTY PAY

- A. Employees who are placed and maintain a position on a promotional eligibility list for the classifications of Fire Engineer and/or Fire Captain shall receive a premium of 5% of base salary. When it is necessary to appoint an employee to an acting position, that employee shall be chosen from the appropriate eligibility list for that classification.
- B. An employee covered by this agreement and assigned to perform any of the duties listed below shall receive an additional 5% above his Base Salary for each month so assigned.
 - 1. Plan Check Officer
 - 2. Paramedic Coordinator
 - 3. Department Mechanic (Mechanic premium to be removed effective 1/1/04)
 - 4. Reserve Firefighter Coordinator
- C. The City and Association mutually agree to meet, as the need may arise, to develop additional special Duties pay categories.

ARTICLE 22 – PARAMEDIC REASSIGNMENT

- A. After a Paramedic has worked in the paramedic classification for a period of not less than five (5) consecutive years, he may return to the classification of Firefighter. The intended purpose is to provide the paramedic with the opportunity of reassignment. It is understood that in the event of such reassignment, the member will be placed at the step in the Firefighter base salary range corresponding to his step at the Paramedic salary range. This reduction will remain in effect until such time that the member either returns to paramedic duty or promotes to a higher rank within the Department. Additionally, the Fire Chief/ Public Safety Director has the authority to retain sufficient personnel, certified as a paramedic, to maintain the required level of service.
- B. When a vacancy occurs in the Paramedic classification, prior to any new entry level examination process, a promotional examination will be conducted with all current Firefighters, who meet the minimum requirements, eligible to participate in the examination process.

ARTICLE 23 – MEDICAL EXAMS

- A. All employees covered by this agreement shall be provided with a complete physical exam on a biennial schedule.
- B. Said physical to be at a location of the City's choice and at the City's expense.
- C. The physical exam is to include the following procedures as medically indicated:
 - 1. Physician systemic examination
 - 2. Audiometry
 - 3. Occult Blood
 - 4. Comprehensive Blood Panel and Urinalysis
 - 5. Exercise prescription/Physician Consultation

Additional procedures such as tonometry, spirometry, chest x-ray, body composition analysis, resting 12-lead electrocardiogram, maximal exercise stress test, oxygen uptake analysis, and strength and flexibility testing may be performed as medically appropriate. The City will maintain compliance with current laws and regulations regarding the release of medical records.

ARTICLE 24 – EMPLOYEE ASSISTANCE AND PSYCHOLOGICAL HEALTH

- A. The City will provide to all employees covered by this agreement the equivalent of the Employee Assistance Program (EAP) that is in effect as of July 1, 1997.
- B. City will continue to provide the Psychological Health Plan that is in effect as of July 1, 1997 or its equivalent.

ARTICLE 25 – EMPLOYEE OPTION BENEFIT PROGRAM

A. Purpose

To provide a benefit package which allows the individual firefighter to select benefits according to his/her particular needs

B. Amount of Benefit

The amount of E.O.B. benefit is \$702.08 monthly. The amount shall be increased to \$800 per month effective 1/1/04 and then to \$900 per month effective 1/1/05.

C. Benefit Options

1. Medical Insurance

- 1. The City is exploring the ability to offer health insurance through P.E.R.S.

- b. The City and the Association agree to meet to discuss funding of a 401(a)h plan prior to its implementation. The plan to be implemented at no additional cost to the City.
- c. An employee entitled to his E.O.B. must either purchase medical insurance through the City or provide the City with proof of coverage for medical insurance by other means.
- d. Either the Indemnity or the HMO Medical insurance plan may be utilized.

2. Dental Insurance

Either the Indemnity or the HMO Dental plan may be utilized.

3. Vision Insurance.

4. Deferred Compensation.

5. Cash Payment

Bimonthly with regular paychecks

ARTICLE 26 – EDUCATIONAL INCENTIVE

A. In recognition of formal educational, vocational and technical training the City agrees to the following incentive program for all Fire Department employees covered by this MOU:

5% additional compensation over base salary

Minimum Units	15	30	45	AA/AS	BA/BS
Years of Service	8	6	4	4	2

OR

10% additional compensation over base salary

Minimum Units	30	45	AA/AS	BA/BS	Masters
Years of Service	12	9	9	7	4

In addition, employees are eligible to receive:

- 1. 3% per month for State Fire Officers (SFO) Certificate, and, notwithstanding the above;
- 2. 2% per month (or a minimum of \$100 per month) for Emergency Medical Technician Certificate (EMT-1)*. EMT-1 Premium available for classifications other than Paramedic.

3. Those persons in the classifications of Engineer and Captain who hold and maintain a current paramedic certification will receive a monthly incentive of 5% of top step paramedic salary. Beginning January 1, 2001, the amount will be raised to 7.5% of the top step paramedic salary. Effective January 1, 2003, the monthly incentive shall be increased to 10% of top step paramedic pay.

4. Employees in the classification of Fire Captain shall be eligible to receive a premium of 3% of base salary per month for certification as a Chief Officer effective 7/1/04.

- B. SFO and EMT-1 Certificate pay may be combined with academic premium above (i.e. 5% or 10%).
- C. Captains not eligible for SFO premium.
- D. Retroactivity for payment of any of the above premiums shall be limited to a maximum of three (3) months.
- E. The City will develop a program to reimburse Association members for approved job related training and course work.

ARTICLE 27 – OVERTIME

- A. All employees covered by this agreement who are required to perform in excess of the standard work period of 212 hours in a 28 day cycle shall receive compensation at the rate of time and one-half his/her regular rate of pay. The regular rate of pay shall include the following components in addition to Base salary:
 - 1. Educational Incentive
 - 2. Special Assignment Pay (i.e. Plan Check)
 - 3. Acting Pay
- B. All employees covered by this agreement who are required to perform less than 212 hours in a standard work period of 28 days, shall receive compensation at the straight time regular rate of pay or compensatory time on an hour for hour basis.
- C. No employee covered by this agreement shall accrue more than two hundred forty (240) hours of such compensatory time. Should any employee exceed two hundred forty (240) hours of accrued compensatory time, he/she shall receive compensation at the straight time regular rate of pay.

- D. In determining an employee's eligibility for overtime compensation in a work period, paid leaves of absences and unpaid leaves of absences shall be excluded from the total hours worked. Paid leaves of absences include, but are not limited to, the following:
1. Vacation
 2. Holiday Leave
 3. Sick Leave
 4. Administrative Leave
 5. Compensatory Leave
 - .
 6. Jury Duty (compensated by the City)
 7. Bereavement Leave
- E. All extra time worked (commonly referred to as overtime) will be distributed as equally as possible among regular full time Association members within the classifications.
- F. All employees covered by this agreement forced to work in a lower classification shall receive their regular rate of pay.
- G. No employee shall be required to work overtime until all available employees have been contacted.
- H. All hours spent acquiring continuing education for the purpose of maintaining certification as a paramedic shall be considered hour worked for FLSA purposes.

ARTICLE 28 – OVERTIME AUTHORIZATION

- A. All overtime requests must have prior written authorization of the Fire Chief (or his designee) prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon as thereafter practicable. Dispatched calls beyond the end of duty time are considered as authorized.
- B. An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.

ARTICLE 29 – SHIFT TRADES

- A. The practice of shift trading shall be voluntary on behalf of each employee involved in the trade.
- B. A member desiring a shift trade (exchange) shall:
 - 1. Prepare and submit with proper signatures a "shift exchange form" to his supervisor.
 - 2. Exchange shifts with members of equal rank or classification, or members that can be assigned to perform in an acting capacity (non-compensated), or can perform the same duties as the requester.
 - 3. Make sure the exchange is approved by the proper supervisor(s) before the trade occurs.
- C. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. Shift trades are not to be used in lieu of accrued vacation and/or comp. time. More than three consecutive shift trades requested will be approved only when accompanied by a valid justification (i.e. educational commitments, use of required yearly vacation already taken, manning shortages, or cancellation of other time off by the Department).
- D. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his compensable hours decreased as a result of the trade. Any hours worked beyond the normal work day will be credited to the individual actually doing the work.
- E. Once approved, shift trade dates and/or repayment dates may not be changed unless circumstances justify the change and must be submitted in writing to the requesters Captain for approval.
- F. "Paybacks" of shift trades are the obligation of the two employees involved in the trade. Paybacks are to be completed within one (1) year of the date of the initial shift trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.
- G. A record of all initial shift trades and "paybacks" shall be maintained by the Fire Captains.

- H. If one individual fails to appear for the other (regardless of the reason), the person who traded in to the schedule will be listed as absent without leave and may be subject to disciplinary action.

ARTICLE 30 – EARLY RELIEF POLICY

The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increased as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decreased as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned to other duties.

ARTICLE 31 – TRAINING TIME

- A. Attendance at training schools/facilities (including the Academy) which improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus or to barracks 24 hours a day. This provision is not intended to waive any employee's rights for purposes of Workers' Compensation benefits.
- B. Training mandated by the Department on an employee's day off shall be compensated for actual time spent in training.
- C. Travel time to and from the training facility outside of an employee's normal work shift is not normally compensable hours of work, however, reasonable requests for travel time shall be adjusted between the Department Head and the Employee. Nothing in this article is intended to waive the employee's rights for purposes of Workers' Compensation benefits.

ARTICLE 32 – CITY VEHICLE USE

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle [this provision also applies in those situations where the radio must be left on and monitored].

ARTICLE 33 – COURT PAY

When an employee covered by this agreement is physically called to court on a regularly scheduled day off, he/she shall be credited with a minimum of three (3) hours worked or on an hour for hour basis for the time actually spent in court., whichever is greater, compensated at one and one half times of the regular rate of pay. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever. This provision is not intended to waive the employee's rights for purposes of Workers' Compensation benefits.

ARTICLE 34 – COURT STANDBY PAY

- A. An employee who while off duty is on court standby status may leave a telephone number at a location within forty-five (45) minutes of the designated court where he/she may be reached while on court standby. Such time is not considered hours worked under the Fair Labor Standards Act. The employee will receive straight time pay, up to a maximum of 8.5 hours per day, for standby during the pendency of the case.
- B. Alternatively, an employee on court standby shall report, with the permission of the Department, to the Fire facility, in uniform, for assignment while awaiting court. An employee shall be credited on an hour for hour basis, compensated at one and one half times the regular rate of pay, for time actually worked while on standby. Travel time to the Fire facility shall not be considered hours worked and shall not be compensated in any manner whatsoever.

ARTICLE 35 – CALL BACK

- A. Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of five (5) hours work commencing when he/she reports to duty. Any hours worked in excess of five (5) hours shall be credited on an hour for hour basis for actual time worked. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.
- B. An employee who is held over at the end of his/her shift for an emergency shall be credited with a minimum of two (2) hours work.

ARTICLE 36 – PAID VACATIONS

- A. Employees covered by this agreement shall receive paid annual vacations pursuant to the terms of this Article.
- B. Vacation requests will be made by employees as far in advance as possible in order to insure time off as required.
- C. All Association members within the classification shall have the first week after the list is posted on the board to fill the openings. All other personnel may sign

for any open shifts after the first week. If any shift remains open after the second week, the Fire Chief, or his designee, may require department personnel to fill them. The parties agree that a list be kept of overtime for vacation, holiday, sick leave, and emergency.

D. Paid vacations to be as follows:

Upon Hire -----	5	shifts/year
Commencing with the Third Year-----	6	shifts/year
Commencing with the Sixth year-----	7	shifts/year
Commencing with the Tenth year -----	9	shifts/year
Commencing with the Fifteenth Year -----	11	shifts/year
Commencing with the Nineteenth year-----	12	shifts/year

Effective July 1, 2004 the following vacation schedule shall apply:

Upon Hire -----	5	shifts/year
Commencing with the Second Year-----	6	shifts/year
Commencing with the Fifth year-----	7	shifts/year
Commencing with the Ninth year-----	9	shifts/year
Commencing with the Fourteenth Year -----	11	shifts/year
Commencing with the Eighteenth year-----	12	shifts/year

E. All employees shall take vacation time off within each fiscal year.

F. An employee may accrue vacation to a maximum of 15 shifts (360 hrs). Cash out of any earned but unused vacation accrual in excess of 360 hrs. shall be automatically cashed out as part of the June 30th payroll. Cash-out of excess vacation accrual shall be at the employees regular rate of pay.

G. Additionally, upon utilization of vacation, an employee covered by this agreement may cash in vacation on a one for one basis up to a maximum of six (6) shifts per year. Cash-in of Vacation accrual shall be at the employees' regular rate of pay.

H. In the event that an employee desires to accumulate vacation time from year to year, the employee may do so providing permission has been received from the City Manager; City Manager shall not unreasonably withhold such permission.

- I. Requests for vacation time of more than three (3) shifts must be submitted to the Fire Chief or his designee, at least three (3) shifts in advance.

ARTICLE 37 – HOLIDAYS

- A.. At the employees option, all employees who are covered by this agreement will receive, in lieu of holiday time off, twelve (12) hours of pay per month at the employees regular rate of pay, or twelve hours per month of compensatory time off.
- B. Requests for Holiday Comp time off of more than three (3) shifts shall be submitted to the Captain at least three (3) shifts in advance. Only one (1) Captain and one (1) Engineer may be off at the same time.
- C. There shall be an accrual cap of 480 hours; all hours in excess of this maximum shall be automatically cashed out as part of the June 30th payroll. Said cash out to be at the employee's regular rate of pay.
- D. Unless otherwise provided for in this Agreement, upon termination of City service for any reason accrued Holiday Comp shall be cashed out at the employee's regular rate of pay.

ARTICLE 38 – SICK LEAVE

- A. All Association Members shall accrue twelve (12) hours per month sick leave (6 shifts per year).
- B. All employees with a minimum sick leave balance of 242 hours MAY annually cash in up to four hundred (400) hours of sick leave per year in excess of 242 hours. The annual date and number of hours shall be the employee's choice. Said cash out will be at the employee's regular rate of pay.
- C. Employees hired prior to July 1, 1989 shall have an accrual cap of 2000 hours. All hours in excess of this maximum shall be automatically cashed out as part of the June 30th payroll at employees' regular rate of pay. Employees whose accrual balance exceeds 2000 hours as of July 1, 1989 shall be allowed to maintain that balance.
- D. Employees hired July 1, 1989 or later shall have an accrual cap of 1200 hrs. All hours in excess of this maximum shall be automatically cashed out as part of the June 30th payroll at employees regular rate of pay.

ARTICLE 39 – REGULATION OF SICK LEAVE & OTHER PROVISIONS

- A. Use of Sick Leave

1. Sick leave shall be used only in case of sickness or disability of the employee or for family sick leave. Misuse of sick leave shall be grounds for disciplinary action.

B. Procedure

1. To receive compensation while absent on sick leave, employees shall notify the City per the Department's sick leave policy.
2. When absence is for more than two (2) consecutive shifts the City may request the reason for the absence be verified by a written statement, stating the cause of absence, from an attending physician. The employee shall furnish any other proof of sickness reasonably required by the City.

C. Family Sick Leave

1. In case of serious illness or death of a member of the immediate family, the employee may utilize sick leave.
2. Pregnancy (maternity or paternity) is an allowable use.
3. Immediate family for the purpose of this Section shall be defined as: spouse, mother, mother-in-law, father, father-in-law, sister, brother, (step)child or guardian, stepfather, stepmother, grandparents or grandchildren. Employees may pre-designate and substitute other members for those members defined as "immediate family." The intent of this provision is not to expand the number of persons included in the definition of "immediate family" or to increase the paid leave opportunities, but, rather to recognize the variation in family structure (e.g. aunt for mother in the case where it as an aunt as caretaker in the absence of a mother).
4. Such time shall be deducted from the existing sick leave of the employee.

ARTICLE 40 – SICK LEAVE AT TERMINATION

- A. For employees hired prior to July 1, 1989 and upon termination, either voluntary/involuntary or resignation from City employment, sick leave will be paid, at the employees regular rate of pay, according to the following standards

1. 25% of all accrued sick leave for 5 through 9 years continuous service.
2. 50% of all accrued sick leave for 10 through 19 years continuous service.
3. 75% of all accrued sick leave for 20 plus years continuous service (exception: for medical retirement at age 50+ with 20 years or more of continuous service, cash-out shall be at employees' forty-hour rate).

- B. Upon service retirement, accrued sick leave shall be cashed out pursuant to the schedule above computed at the employees forty-hour rate of pay.
- C. For employees hired July 1, 1989 or later and upon termination, resignation, or service retirement, from City employment, sick leave shall be paid at the employees' regular rate of pay, according to the following standards,
 - 1. 50% of all accrued sick leave for 10 or more years of continuous service.
- D. in exception to A, B & C above employees covered by this agreement who are retired as a result of a service connected disability shall receive 75% of their accumulated sick hours regardless of length of service. Said cash-out shall be at the employee's regular rate of pay.

ARTICLE 41 – BEREAVEMENT LEAVE

Each employee covered by this Agreement shall receive a maximum of two shifts per calendar year to be utilized for bereavement leave because of a death in their immediate family. Immediate family shall be defined as in Article 40 of the Agreement. Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused bereavement be provided. The Chief may grant one (1) additional shift in the event of a death which requires extended travel.

ARTICLE 42 – RETIREMENT

- A. Employees covered by this Agreement shall be provided with the California Public Retirement System, 2% at 50 Plan with section 20024.2 - One year final compensation (twelve highest paid consecutive months) included. City shall pay the employee 9% contribution. Beginning January 1, 2001, the City will provide the PERS 3% @ 55 retirement plan. Any savings resulting from a reduction in the City's rate during initial sign-up for the 3% @ 55 benefit will be redistributed towards a general salary increase.
- B. The City shall report to P.E.R.S. the value of the 9% employer paid member contribution (EPMC) pursuant to the authority of Government Code section 20023(c)(4).
- C. For employees hired prior to July 1, 1989, upon service retirement, the employees accumulated holiday comp. and vacation accrual accounts shall be cashed out at the employees forty (40) hour equivalent rate of pay. (i.e. utilizing sick, vacation and/or comp time).
- D. Employees who retire after July 18, 2000 shall be eligible for a medical insurance premium supplement. Said supplement shall be in the following amount:

1. For service retirement at age fifty (50), or disability retirement (no age restriction) with a minimum of ten (10) years of service with the City of Hermosa Beach said supplement shall be \$100 per month. Effective July 1, 2001, this amount will be increased to \$150 per month.
2. For service retirement at age fifty (50), or disability retirement (no age restriction) with a minimum of twenty (20) years of service with the City of Hermosa Beach said supplement shall be \$250 per month

ARTICLE 43 – UNIFORM ALLOWANCE

All permanent personnel covered by this Agreement shall be authorized a yearly maintenance and replacement uniform allowance in the amount of \$600 per year.

ARTICLE 44 – LIFE INSURANCE

All employees covered by the Agreement to be provided Life Insurance in the amount of \$70,000 at City expense.

ARTICLE 45 – SALARY CONTINUANCE

- A. All employees covered by this Agreement shall be required to be covered under the LTD plan.
- B. An employee utilizing the LTD plan shall accrue vacation, sick leave, holiday comp. and allowances only during that period of their leave that they are receiving pay (i.e. utilizing sick, vacation and /or comp time).

ARTICLE 46 – SELECTION OF IOD DOCTOR OR FACILITY

It is understood that the City will provide medical facilities to be used for industrial accidents or illness. However, in the event that the Association members covered by the MOU wish to grieve the City's selection, the City will give due consideration to the facts presented and select a new facility based on all facts presented if necessary. This provision in no manner is intended to waive or abrogate employees Workers' Compensation rights under the under the California Labor Code.

ARTICLE 47 – CONSTANT MANNING

- A. The term "constant manning" refers to procedures established to ensure that fire suppression staffing levels are maintained at a predetermined number of personnel. A predetermined number of personnel is established by the number of currently authorized Fire Department positions and by the organizational assignment of personnel. The Association and the City agree that for and during the term of this agreement the established staffing level shall be a minimum of five (5) persons per shift and an agreed upon goal of six (6) per shift.

- B. City and Association agree to meet and confer should the financial position of the City improve to the extent that would allow a return to a minimum staffing of six (6) per shift.

ARTICLE 48 – PROBATIONARY PERIOD

Original and promotional appointments to the Fire Department shall serve a probationary period of twelve (12) months. Probationary periods may be extended for a period not to exceed six (6) months.

ARTICLE 49 – WORK STOPPAGE PROHIBITION

A. Prohibited Conduct:

1. The Association, its officers, agents, representatives, and members, agree that, during the term if this Memorandum of Understanding or any agreed upon extensions of the MOU, they will not call or engage in any strike, walkout, work stoppage, sick-out, blue flu, concerted withholding of services by employees represented by the Association, disruption of City services, or honor any job action by any other employee or group action by any other employee or group of employees of the City or any union or association of employees by withholding or refusing to perform services; provided, however, that by executing this agreement, neither the Association nor any of its members waive their rights (1) under Section 6300 et. seq. of the California Labor Code to refuse to work under unsafe conditions and (2) under the United States and California Constitutions to exercise their rights of freedom of speech, assembly, and association such as by engaging in lawful informational picketing.
2. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited above, the Association shall immediately instruct, in writing, any persons engaging in such conduct that their actions are in violation of this Memorandum of Understanding and are unlawful, and that they must immediately cease such conduct and return to work.
3. In the event that the Association carries out in good faith its responsibilities set forth in Paragraph 2 above, it shall not be liable for the actions of any individual who participates in conduct prohibited by Paragraph 1 above. Any employee who participates in any conduct prohibited above and violates any other City Rule or Regulation, shall be subject to disciplinary action including termination by the City. This shall not abrogate the right of any employee to receive all due process guaranteed to him or her in procedures relating to disciplinary action.

ARTICLE 50 – AUXILIARY FIREFIGHTERS

No member of the auxiliary/reserve/paid call firefighters or other such volunteer program firefighters will be used to replace regular employees in the Fire Department in overtime situations. However, in the event there are no regular, full-time firefighters available, the City, upon notification to the Association, and approved by same, may use auxiliary/reserve/paid call personnel in overtime situations in order to maintain the proper minimum manning level.

ARTICLE 51 – GRIEVANCE PROCEDURES

- A. Purpose of Grievance Procedures:
1. To promote improved employer-employee relations by establishing procedures on matters.
 2. To provide that grievances shall be settled as near as possible to the point of origin.
 3. To provide that the grievance procedures shall be as informal as possible.
- B. A "Grievance shall be defined as a controversy between the City and the Association or an employee or employees covered by this Agreement. Such controversy must pertain to any of the following:
1. Any matter involving the application of any provision of this Agreement; or
 2. Any matter involving the violations of any provision of intent of this Agreement; or
 3. Any matter that affects the working conditions of the employee or the application of all rules, regulations, policies and/or laws affecting the employees covered by this Agreement.
- C. Disciplinary actions shall not be appealed under the provisions of this section.
- D. There shall be earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

STEP 1.

An employee's Grievance must be submitted in writing by the employee, fully stating the facts surrounding the Grievance and detailing the specific provisions of this Agreement alleged to have been violated, signed, and dated by the employee and presented to his first line supervisor immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the Grievance or fifteen (15) calendar days after he could have been reasonably expected to have had knowledge. The supervisor will give his answer to the employee by the end of the tenth (10) calendar day following the presentation of the grievance and the giving of such answer will terminate Step 1.

STEP 2.

If the grievance is not settled in Step 1, the grievance will be presented to the Fire Chief (or in the case where the Fire Chief responded at step 1, to the City Manager, or his designee) within ten (10) calendar days after termination of Step 1. A meeting with the employee, Association Officer, and Fire Chief (or City Manager or his designee), will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within fifteen (15) calendar days from the date the grievance is received by the Fire Chief (or City Manager/ designee). The Chief (City Manager/designee) may invite other members of management to be present at such meeting. The Chief (City Manager/designee) will give a written reply by the end of the tenth (10) calendar day following the date of the meeting, and the giving of such reply will terminate Step 2.

STEP 3.

If the grievance is not settled in Step 2, the Association Representative shall, within seven (7) calendar days after the termination of Step 2, arrange for a meeting with the City Manager to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date of the grievance is referred to Step 3. A decision shall be rendered within ten (10) calendar days from the date of such meeting. The decision shall be in writing.

- E. Time limits as set forth above may be extended by mutual agreement between the parties but neither party shall be required to do so.
- F. In the event that the Association calls witnesses that must be excused from work, the City agrees to excuse same in paid status.
- G. The parties agree that in the event the member or the Association fail to comply with the time limits contained herein, such failure constitutes a waiver of right to prosecute the grievance; it is further agreed that in the event the City or its representatives fail to comply with the prescribed time limits, such failure constitutes an agreement to concur with the grievant's position and remedy. It is not intended that the grievance procedure be used to effect changes in the established salary and fringe benefits.

ARTICLE 52 – ARBITRATION

- A. Grievances which are not settled pursuant to the grievance procedure herein and which either party desires to contest further, shall be submitted to arbitration as provided in this Article provided however, that said request for Arbitration shall be

made within twenty (20) days of the conclusion of Step 3 of the Grievance procedure.

- B. As soon as possible and in any event not later than fourteen (14) calendar days after either party received written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said fourteen (14) calendar days, an arbitrator shall be selected from a list of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.
- C. Either the City or the Association may call any employee as a witness, and the employer agrees to release said witness from work if he is on duty. If an employee witness is called by the City, the City will reimburse him for time lost; if called by the Association, the Association
- D. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon evidence and arguments presented to him by the respective parties in the presence of each other.
- E. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties in dispute.
- F. The mutual decision of the parties and/or the arbitrator in any dispute shall be the final and binding decision on all parties and there shall not be any appeal to another board, authority, commission and/or agency for it is the intent of this Agreement to supplant the Civil Service (Personnel Board) hearing and appeal system with the provisions of this Agreement.
- G. The Arbitrator may hear and determine only one grievance at a time without the expressed agreement of the City and the Association. The parties shall share equally the expense of the cost of the arbitration, with the exception of counsel's fees.

ARTICLE 53 – PRODUCTIVITY

The City and the Association mutually agree to continually seek means of increasing productivity in the Fire service.

ARTICLE 54 – COMPENSATION

- A. Methods of compensation:
 - 1. Compensation shall be determined on an hourly basis.
 - 2. Payments due shall be paid on a bimonthly basis unless

otherwise mutually agreed. By mutual consent early payments and other modifications can be made.

3. Base hourly salary shall be considered at the regular rate of pay for a particular classification without consideration of any other form of compensation.
4. No employees may take time off from normal working hours for the purpose of depositing a pay check.
5. Employees are encouraged to utilize the City's ability to "Direct Deposit" paychecks to the bank or credit union of the employees choice.

B. Salary Advancements Within Base Pay Range

1. Salary ranges are established to provide fair compensation to each classification. Initial appointment shall be made at the minimum step within a particular range, but the City Manager may approve a higher starting step.

C. Step Advancement:

1. All salary advancement shall be based on merit and fitness. All increases shall be recommended by the Department Head and approved by the Personnel Director.
2. Merit increases shall be effective at the beginning of the next pay period following the effective date (1st or 16th of the month).

D. Promotion:

1. An employee who is promoted to a position in a class with a higher salary rate shall be entitled to the lowest step in the higher range which exceeds the present rate of pay with the intent of increasing the base salary by at least 5.0%.

ARTICLE 55 – BASE MONTHLY SALARY

A. The Base Monthly Salary for the classifications indicated shall be:

	1	2	3	4	5	6	7
CAPTAIN	5423	5696	5983	6281	6594	6924	
ENGINEER	4409	4631	4861	5104	5359	5627	
PARAMEDIC	4260	4474	4697	4934	5178	5436	5627
FIREFIGHTER	3685	3868	4060	4266	4480	4702	

Effective January 1, 2004, the base monthly salaries for the classifications listed above shall be increased 3%.

B. Initial Appointment

1. For entry Firefighter the initial appointment shall be at Step A. Upon completion of the Fire Academy, advance to Step B. Upon successful completion of probation, advance to Step C. All additional step increases shall be at yearly intervals based upon merit.
- 2.. For entry Paramedic the initial appointment shall be at Step A. Upon completion of the Fire Academy, Step B. Upon successful completion of probation, advance to Step C. Additional step increases at yearly intervals based upon merit except, for initial hire employees, final step based on merit and minimum three years in Paramedic Classification. Promotional Paramedic appointments shall be eligible for "F" step following twelve (12) months at the "E" step OR upon completion of probation whichever is greater.

ARTICLE 56 – PERFORMANCE REVIEW

Upon completion of probation, each employee shall thereafter be reviewed annually; said review to be constructive in nature and designed to point out areas of both strength and weakness, methods of improvement, etc.

ARTICLE 57 – PHYSICAL FITNESS PROGRAM

- A. Effective July 1, 1989, the City and Association adopt a Physical Fitness Policy and Incentive Program as described in the attached Exhibit A.
- B. Fitness evaluations shall be conducted biannually during the months of October and May. Monetary payments shall be made in accordance with the provisions of section 704.09 of the Incentive Program.
- C. Association members who wish to participate in the Physical Fitness Incentive Program shall be allowed two (2) hours during their shift (including prep and clean-up) to participate in physical fitness activities.
- D. Members must complete each of the fitness components to be eligible for the incentive payment.
- E. CITY and ASSOCIATION agree to meet and confer during the term of this agreement regarding modification to the fitness, measurement and scoring components of the Program. No modification to the program shall be effective unless approved in writing by both CITY and ASSOCIATION.

ARTICLE 58 – LAYOFF

The City and the Association acknowledge Section 2-76.200 of the Hermosa Beach Municipal Code, as currently enacted, as the governing provision regarding layoff. However, the City and the Association further agree that, prior to implementation of any such layoff, discussions shall be held to explore other alternatives, mitigation's, etc.

ARTICLE 59 – EMPLOYER-EMPLOYEE RELATIONS SESSIONS

In the interest of fostering and continuing a spirit and atmosphere of harmonious employer-employee relationships, it is agreed that the Association Board of Directors shall meet quarterly with the Fire Chief and biannually with the City Manager; there shall be no less than two (2) Board members present for each such meeting.

ARTICLE 60 – JURY DUTY

If called for Jury Duty in a Municipal, Superior, or Federal Court, or for a Coroner's Jury, employees covered by this Agreement shall remain in their regular pay status. All jury fees, except mileage reimbursement shall be returned to the City.

ARTICLE 61 – LONGEVITY PAY

Upon completion of the 20th year of City service, employees shall receive a longevity premium of 5% of base monthly pay.

ARTICLE 62 – MILITARY LEAVE

Pursuant to governing State and Federal law, employees covered by this Agreement will be granted Military Leave; said leave to be without City pay.

ARTICLE 63 – DISCIPLINE, SUSPENSION, DISCHARGE

City and Association understand the value of progressive discipline. City will therefore endeavor to incorporate that procedure in it's disciplinary policy. In that regard, City will endeavor to adhere to the following guideline re implementing progressive disciplinary procedures:

1. Verbal warning(s) which are to be formally logged;
2. Written reprimand(s);
3. Suspension(s);
4. Demotion/Reduction in pay;
5. Termination

ARTICLE 64 – APPEAL OF DISCIPLINE

- A. Verbal warnings may not be appealed. In the case of a written reprimand, the employee reprimanded may request the issuer's immediate superior to review

the action. Said request shall be made within ten (10) calendar days of the date of the action.

B. Suspension, Demotion, Reduction-in-Pay, and Termination:

Step I.

Following notice of intent of disciplinary action, a meeting between the Fire Chief, other management representatives, the affected employee and representatives of his choice, may be held within ten (10) calendar days to discuss the discipline. Following that meeting, the Fire Chief will issue a ruling within seven (7) calendar days and may uphold, modify, reduce or rescind the proposed disciplinary action. Any proposed disciplinary action shall be initiated following the conclusion of Step I. The issuance of the Chief's ruling shall conclude Step I.

Step II.

If the matter is not resolved at Step I, the employee may within seven (7) calendar days file a written appeal with the City Manager. The City Manager (or his designee) shall arrange a meeting with the employee and his representative to be held within ten (10) calendar days from the date the appeal is received.

The City Manager may invite other members of the management team to be present at that meeting. Following the meeting the City Manager (or his designee) shall render a decision within ten (10) calendar days. The issuance of the decision concludes Step II.

Step III.

If the matter is not resolved at Step II, the employee may, within ten (10) calendar days of the conclusion of Step II, request a hearing pursuant to Section 2.76.160/2.76.180 of the Hermosa Beach City Code. Such request shall be delivered in writing to the Personnel Director Officer.

C. Time limits as set forth above for each of the steps may be extended by mutual agreement between the parties, but neither party shall be required to so agree.

ARTICLE 65 – EXIGENCY

A. Notwithstanding the terms described in this MOU, the parties acknowledge the obligation of the City Council to insure the financial integrity of City Government.

B. Accordingly, Association agrees to meet and confer upon request of the City to discuss MOU modifications should:

1. New State or Local Initiatives(s),
2. New Federal mandate(s), or

3. State or Federal Judicial ruling(s) be implemented whereby said action increases City's MOU costs or otherwise precludes operation of any portion of this MOU.

C. It is acknowledged that no such MOU change can occur without acceptance by City and Association.

ARTICLE 66 – WAIVER OF BARGAINING

The Parties acknowledge that during the negotiation which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Parties of this Agreement concur that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement.

ARTICLE 67 – PROVISION EFFECTIVE

The provisions of the Memorandum of Understanding shall be effective commencing July 1, 2003, and shall govern until June 30, 2005.

ARTICLE 68 – EXECUTION

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all preliminary negotiations of whatever kind or nature are merged herein. The parties hereto have caused this Memorandum of Understanding to be executed this _____ day of _____, 2003.

Hermosa Beach Fire Association

City of Hermosa Beach

Brian Grebbien

Michael Earl

Michael Garofano

Viki Copeland

James Crawford

David Twedell, City Employees' Associates