

City of Huntington Beach's Proposal to the  
Huntington Beach Firefighters' Association  
Proposal # 3  
June 7, 2017

Article #	Subject	Proposal
V(E)(10)(a)	Special Certification Pay	a. Advanced Paramedic Certification –  <b>Tentative Agreement through side letter</b>
V(I)	Reporting to CalPERS	<u>Reporting to CalPERS</u> – In the event that CalPERS challenges the City's report of any special compensation as compensation earnable and informs the City that it cannot not report the pay since it does not qualify as special compensation per Title 2 CCR section 571, the City is not obligated to continue to report the pay. This is provided for per Title 2 Section 571(c) & (d).
VII(D)(2)(b)(1)	Cash Out of Compensatory Time	Want to discuss the impact of the doctrine of constructive receipt with the Association.
VIII(H)	<u>Minimum Staffing and Filling Vacancies:</u>	<p><b>1. <u>Minimum Staffing Levels</u></b> – 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.</p> <p>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, 201<del>8</del><sup>7</sup>, unless the parties agree to incorporate it into a successor MOU.</p> <p>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.</p>
VII(I)	Probationary Period	<p><b>A. <u>Probationary Period:</u></b></p> <p>1. <u>Length of the Probationary Period</u> - Employees in the bargaining unit shall serve a probationary period when initially appointed to a position in the unit and also when they promote into a higher rank. The probationary period shall be one year from the time of initial appointment or promotion into a higher rank.</p> <p>2. <u>Extension of the Probationary Period</u> – An employee's probationary period may be extended for either or both of the following:</p>

		<p>a. Extension for Use of Leave While on Probation: An employee who uses more than 120 hours of leave for any purpose by the last day of his/her probationary period will have his/her probationary period extended by the total amount of leave (paid or unpaid) used during the probationary period.</p> <p><b>Tentative Agreement June 7</b></p>
<del>VIII(D)</del>	<del>Medical/Vision Opt Out</del>	<del>The parties agree that the cash provided for the medical opt out is not included in the overtime rate unless the overtime qualifies as overtime under the Fair Labor Standards Act.</del>
XII(A)(1)(c)	Vacation Conversion to Cash	Want to discuss the impact of the doctrine of constructive receipt with the Association.
XIV	Term	July 1, 2017 – June 30, 2018
XVI	Successor Negotiations	The parties agree to commence labor negotiations for a successor MOU no later than April 1, 2018. At that meeting, the parties shall discuss ground rules and meeting dates.
<del>Exhibit H</del>	<del>Staffing Policy</del>	<del>The City proposes to delete it from the MOU and have it as a stand alone policy.</del>

Response to Association's Proposal from 4/15 Issued on

All Proposals are rejected except:

8. Bereavement Leave – Add Son/Daughter in-law to the list for whom an employee can take bereavement leave