

**HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION (HBFA)**

**PROPOSAL FOR SUCCESSOR MEMORADUM OF UNDERSTANDING 4-15-17**

**City of Huntington Beach and HBFA – Partners for the Community**

**The following proposals are presented in package form and are not intended to be agreed to separately. Any City Proposals Not Referenced Herein are Rejected**

**1. Term:**

**HBFA Position:** In the interests of the citizens of the City, HBFA points out that the legislature recognizes that there is a significant value to the creation of stability in the Public Safety labor force, and in order to promote the City's economic well-being by ensuring stability in one of its most vital industries HBFA proposes a oneyear term.

Moreover, HBFA wishes to be partnered with the City in a collaborative effort to be competitive and yet fiscally prudent. A one year term will allow the City to spread out its labor costs and budget for them more efficiently.

Based in part on the foregoing: HBFA proposes the following:

**a. 12 month (July 01, 2017 to June 30, 2018)**

**2. Medical Insurance Contribution:**

**HBFA Position:** Insurance costs continue to rise and the HBFA doesn't believe the city should have to cover 100% of insurance increases. The HBFA would like to partner with the city and cover any future increase to insurance as equal partners. This would prevent either party from suffering unnecessarily and allow both the City and HBFA to share any increases in the future.

Based in part on the foregoing: HBFA proposes the following:

**On the first day of the month following the City Council approval of the MOU, The City's contribution to health insurance will increase to the following:**

**Single - \$699.00;**

**Two Party - \$1467.00;**

**Family - \$1876.00;**

**Opt Out - \$699.00**

**During the term of this MOU the HBFA and City agree to partner as equal partners (50/50) of any increases in the cost of insurance. Any future increases will be based upon a 50/50 split based upon the PORAC insurance cost.**

### **3. Holidays:**

**HBFA Position:** The HBFA believes that the market place for holidays has expanded. The men and women of the HBFA have not received any increases in the area of holidays in over 15 years.

Based in part on the foregoing: HBFA proposes the following:

Employees shall observe the following holidays:

- |  |   |
|--|---|
| <input type="checkbox"/> New Year's Day                    | <input type="checkbox"/> Day after Thanksgiving |
| <input type="checkbox"/> Martin Luther King Jr.'s Birthday | <input type="checkbox"/> Christmas Eve          |
| <input type="checkbox"/> Lincoln's Birthday                | <input type="checkbox"/> Christmas Day          |
| <input type="checkbox"/> President's Day                   |   |
| <input type="checkbox"/> Memorial Day                      |   |
| <input type="checkbox"/> Independence Day                  |   |
| <input type="checkbox"/> Labor Day                         |   |
| <input type="checkbox"/> Columbus Day                      |   |
| <input type="checkbox"/> Veteran's Day                     |   |
| <input type="checkbox"/> Thanksgiving Day                  |   |

### **4. Bilingual Pay:**

**HBFA Position:** Internal comparisons demonstrate that other bargaining units have broader Bi-lingual coverage. Additionally, HBFA members have been called upon to speak many languages for City purposes without the bilingual compensation.

Based in part on the foregoing: HBFA proposes the following:

**Effective July,1 2017 Japanese, Chinese, Italian, German, Farsi, and French shall be added to the bilingual pay. All new languages added to the MOU will be capped at 2 members per language.**

**The agreed upon testing procedure for achieving the bilingual bonus pay is the Berlitz Languages, Inc., or mutually agreed equivalent.**

**The agreed pass-point is the Berlitz designated skill level of "Speaking 2-Limited Work Proficiency".**

**5. Minimum Staffing Language:**

**HBFA Position:** Firefighting can be a very dangerous business resulting in approximately 100 firefighter deaths annually. The only way to minimize risks is to have an adequate firefighting force to provide for safety during emergency incidents. The HBFA is dedicated to providing world class emergency operations and can only do so with a properly staffed and trained department to provide for the safety of our members.

Based in part on the foregoing: HBFA proposes the following:

**Maintain minimum Staffing language in Article VII H 1 with one amendment (i) and one exception (ii) listed below .**

- i. **The Fire Chief shall ensure that each day the fire department is staffed with sufficient staff to provide for the safety of the community and HBFA members. Staffing of the fire department shall consist of a minimum of the following personnel on a daily basis.**
  - A. **8 – Paramedic Engine Companies staffed with 1 Fire Captain , 1 Fire Engineer, and 2 Firefighter/Paramedics**
  - B. **2 – Truck Companies staffed with 1 Fire Captain, 1 Fire Engineer, and 2 Firefighters**
  - C. **1– Administrative Fire Captain (Training Officer) assigned to a 40 hour staff position.**

**NOTE: Additional staffing can be added for Special events (i.e. surf contest) including 2 person Firefighter/Paramedic teams.**

- ii. **If an employee uses sick or vacation leave and that leave commences between the hours of midnight and 0800 hours the Fire Chief (or his/her designee) has the option to not fill that position between midnight and 0800 hours.**

**6. 40 hour pay for duties:**

**HBFA Position:** The City has asked members of the HBFA to take on added duties in the absence of staff positions. Many fire departments located within the Southern California region of similar size have several 40 hour staff employees to handle these duties. In the absence of these positions the members of the HBFA have taken on additional duties to ensure the citizens of Huntington Beach receive the highest quality emergency services as outlined in our Mission Statement.

A good example of this is shown with HBFA members teaching EMT classes, Ambulance Operator academies, Fire academies, Fire Prevention classes, and Central Net classes. HBFA members also serve as members of burn cadre, Fire Prevention task force, and EMS committee just to name a few.

Based in part on the foregoing: HBFA proposes the following:

**When a 24 shift employee is assigned on his/her scheduled day off to work a non-shift overtime assignment in a work environment where he/she is not assigned to participate in emergency responses, the overtime rate for that non-shift overtime assignment shall be as provided for forty (40) hour workweek employees.**

**7. OES Bonus of 1% for Light USAR/Single Resource Responses- No cost item**

**HBFA Position:** Members of the HBFA respond throughout the State of California on Office of Emergency Services (OES) engine 303. This engine company is typed with the State of California as a Light – Urban Search and Rescue apparatus. To be typed as a light USAR vehicle this apparatus has additional equipment and requires added training for the personnel assigned to the apparatus.

Members of the HBFA have also taken the initiative to become qualified to fill Incident Command positions for incidents throughout the State of California.

The 1% raise requested herein is 100% paid by the State of California. No cost to the city of Huntington Beach.

Based in part on the foregoing: HBFA proposes the following:

**Amend the HBFA MOU to compensate HBFA members an additional 1% when they are assigned to an OES response or as a Single Resource as outlined in Article V A (7) a.**

**8. Bereavement Leave to include Son/Daughter in-law – Tentative Agreement 04/24/17**

**HBFA Position:** The HBFA believes that a Son and Daughter in law should be included as acceptable person to utilize Bereavement leave.

Based in part on the foregoing: HBFA proposes the following:

**Amend the HBFA MOU to include Son/Daughter in law on the list of acceptable Bereavement candidates.**

**9. SWAT Paramedic Incentive – Level II Arson Pay**

**HBFA Position:** Members of the HBFA have volunteered for over 10 years to take on added responsibility and training and serve as a member of the HBPD SWAT team as Paramedics. The HBFA these members have taken on added responsibility and risk as a member of the SWAT team and believe they should receive added compensation.

Based in part on the foregoing: HBFA proposes the following:

**Amend the HBFA MOU to include SWAT Paramedics in the Level II Arson pay as outlined in Article V (E) 6b when they perform SWAT Paramedic duties.**