

City of Huntington Beach's Proposal to the  
Huntington Beach Firefighters' Association  
Proposal # 6  
May 11, 2016

Article #	Subject	Proposal
I	Term	<p>October 1, 2015 – June 30, 2017</p> <p>The parties agree to commence negotiations for a successor MOU by April 1, 2017</p> <p><b>Tentative Agreement – April 14, 2016 based on Association's proposal</b></p>
IV	Salary Schedules	<p>Effective at the beginning of the pay period which includes October 1, 2016, bargaining unit employees shall receive a two percent (2%) base salary increase.</p>
V(B)	Acting Pay	<p>Move provision into the MOU from the personnel rules and Identify it as compensation earnable under CalPERS regulation.</p> <p><b>TA April 25 based on Association's proposal.</b></p>
V(C)(2)(a)	Administrative Appointment	<p>An employee administratively appointed to the positions of Captain Paramedic; Engineer Paramedic, or Deputy Fire Marshal, 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.</p>
V(D)	Pay Upon Completion of Paramedic Duties	<p>Eliminate Y-rate requirement. Employee's will be returned to E Step upon return to the former position.</p> <p><b>TA April 25 based on Association's proposal.</b></p>
V(E)(3)	Preceptor Pay	<p>For employees who join the Fire Department 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.</p> <p>For an internally promoted Firefighter Paramedic, not more than two persons on each crew may receive preceptor pay.</p> <p><b>TA April 25 based on Association's proposal.</b></p>
VIII(B)(5)	Hours of Work	<p>Add – If an employee works seven minutes or less the time will be rounded down to the nearest quarter of an hour and if the employee works eight minutes or more it will be rounded up to the nearest quarter of an hour.</p>

VII(D)(1)(b)	Overtime	<p>Employees are paid overtime in the classification in which they perform work whether it is a higher or lower than their regular classification. However, if an employee is force hired to work in a classification which is lower than their current classification they will receive the pay at their current classification, not the pay at the lower classification.</p>
VII(E)	Jury Duty	<p>If an employee calls in at night and finds out that he/she must report to jury duty the next day (and they are scheduled to be working that day as part of their regular shift or on an overtime basis) he/she must contact their Battalion Chief as soon as possible so that coverage can be arranged for their shift</p> <p>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.</p> <p><b>TA April 25 based on Association's proposal.</b></p>
VII(F)(2)	Shift Exchange Relief	<p>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. That regulation provides:</p> <p>It is a common practice among employees engaged in fire protection activities to relieve employees on the previous shift prior to 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.</p> <p>The parties agree to incorporate this regulation into their MOU.</p> <p><b>TA April 25 based on Association's proposal.</b></p>
VII(H)(1)(a)	Minimum Staffing	<p>H. <u>Minimum Staffing and Filling Vacancies:</u></p> <ol style="list-style-type: none"> <li>1. <u>Minimum Staffing Levels</u> – 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</li> </ol>

		<p>of which is attached as Exhibit H and incorporated by reference herein:</p> <p>a. For the duration of this MOU, including any extension resulting from the Association's exercise of its option set forth in Article XIV, 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 <del>June</del>September 30, 2017<del>5</del>, <del>(or September 30, 2016 if the agreement is extended)</del>—unless the parties agree to incorporate it into a successor MOU.</p> <p><b>Tentative Agreement – April 14, 2016 based on Association’s proposal</b></p>
VIII	Health and Other Insurance Benefits	<p>On the first day of the month following City Council approval of the MOU, the City’s contribution to health insurance will increase to the following:</p> <p>Single - \$500.00</p> <p>Two party – \$815.00</p> <p>Family – \$1,325.00</p> <p>Opt Out - \$500.00</p> <p><b>Tentative Agreement – April 14, 2016 based on Association’s proposal</b></p>
IX(B)	Reinstatement from Disability Retirement	<p><u>Reinstatement Privileges for Disability Retirees</u> – 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.</p> <p><b>TA April 25 based on Association’s proposal.</b></p>

Responses by the City to HBFA proposals Issued on April 4 which are not incorporated into City proposals above.

- 2) Cost of Living Adjustment: See City's proposal above. The Association's proposal is rejected.
- 4) Bilingual Pay: Effective January 1, 2017 - Adding Japanese as a language for which employees are eligible for this pay. The City counteroffer: the proposal is rejected. Right now, any employees who speak Japanese during a pay period receive the pay for that pay period.