

City of Huntington Beach's Proposal to the
Huntington Beach Firefighters' Association
Proposal # 4
April 14, 2016

Article #	Subject	Proposal
I	Term	<p>October 1, 2015 – June 30, 2017</p> <p>The parties agreement to commence negotiations for a successor MOU by April 1, 2017</p> <p>Tentative Agreement – April 14, 2016 based on Association's proposal</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> <p>Tentative Agreement – April 14, 2016 based on Association's proposal</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>
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>
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>
VII(B)	Hours of Work	<p>Modify start of shift from 8:00 a.m. to 7:30 a.m.</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	Employees are paid overtime in the classification in which they perform work whether it is a higher or lower than their regular classification.
VII(D)(2)(b)(1)	Compensatory Time Off	Delete the words – “or unless denying the request will violate the FLSA”. Add the words, “the request will be granted if reasonable notice is provided as long as it does not unduly disrupt the operations of the Department. If reasonable notice is not provided, the request may still be granted, but a denial is not subject to the unduly disruptive standard.
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>
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>
VII(H)(1)(a)	Minimum Staffing	<p>H. <u>Minimum Staffing and Filling Vacancies:</u></p> <ol style="list-style-type: none"> 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 of which is attached as Exhibit H and incorporated

		<p>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 June 30, 2017, unless the parties agree to incorporate it into a successor MOU.</p> <p>Tentative Agreement – April 14, 2016 based on Association's proposal</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>Tentative Agreement – April 14, 2016 based on Association's proposal</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>

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

- 4) Holidays: The Association has proposed that upon ratification of the MOU, there is an increase in holiday hours from 80 hours to 100 hours per year for 40-hour per week employees and from 112 hours to 140 hours for 56-hour employees. The Association's proposal is rejected.
- 5) Union's Business Hours – Increase from 400 to 500 hours effective October 1, 2016. The Association's proposal is rejected.
- 6) Bilingual Pay – Effective January 1, 2017 - Adding Japanese as a language for which employees are eligible for this pay. The City counteroffer: Effective upon City Council approval of the MOU, a maximum of two employees may receive this at any one time. However, in accordance with the past practice of how the City has administered the utilization of Japanese, this pay will continue to be paid for just the hours the employee is using the bilingual skill.