

RESOLUTION NO. 2011-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION (HBFA), BY ADOPTING THE SIDE LETTER OF AGREEMENT

WHEREAS, on February 19, 2008, the City Council of Huntington Beach adopted Resolution No. 2008-13 for the purpose of adopting the Memorandum of Understanding (MOU) between the City and the Huntington Beach Firefighters' Association (HBFA);

Subsequent to the adoption of the MOU, the City of Huntington Beach and HBFA agreed to changes, corrections, and clarifications to the MOU that are reflected in a Side Letter of Agreement between the City of Huntington Beach and HBFA ("Side Letter of Agreement") attached hereto as **Exhibit A** and incorporated herein by this reference. (**Side Letter Agreement regarding CalPERS pick-up, minimum staffing, and two-tier retirement.**)

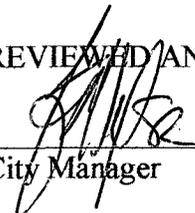
NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Huntington Beach as follows:

- Section 1. The Side Letter of Agreement attached hereto as **Exhibit A** is approved and adopted.
- Section 2. The Side Letter of Agreement amends the MOU between the City of Huntington Beach and HBFA.

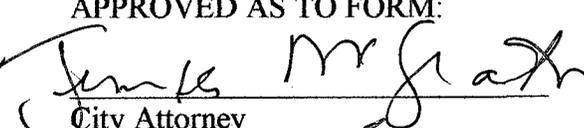
PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 15th day of August, 2011



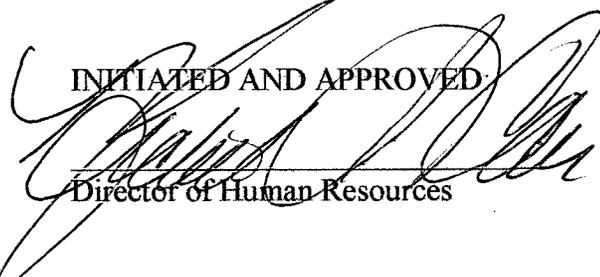
Mayor

REVIEWED AND APPROVED:


City Manager

APPROVED AS TO FORM:


City Attorney

INITIATED AND APPROVED:


Director of Human Resources

**City of Huntington Beach
SIDE LETTER AGREEMENT**

Representatives of the Huntington Beach Fire Association ("HBFA") and the City of Huntington Beach ("City") hereby agree to the following terms related to the HBFA MOU with respect to the following:

ARTICLE IV – SALARY SCHEDULES

For each year of this agreement, the base salary of each classification represented by the Association shall be as set forth in the Salary Schedules, Exhibit B.

A. Wage Increases:

6. Effective the beginning of the pay period that includes March 22, 2010, all bargaining unit employees shall receive a two percent (2%) wage increase.
 - i. This scheduled wage increase is to be delayed until the beginning of the pay period that includes September 22, 2011.
 - ii. The current pay raises entitled employees under the existing MOU to take effect March 19, 2011 and in September 2011 will be provided by the City but will be offset by employees simultaneously paying additional retirement contributions equal 2.5% of pensionable compensation and an additional 2% of pensionable compensation in September 2011, thus, effective October 1, 2011, bringing the total member contribution to 6.75% of pensionable compensation.

ARTICLE VII – HOURS OF WORK/OVERTIME

H. Minimum Staffing and Filling Vacancies:

1. Minimum Staffing Levels – 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:
 - a. The minimum staffing provisions incorporated into the MOU that are in existence at the time of the execution of this Side Letter shall remain in full force and effect throughout the duration of the MOU, as extended by this Side Letter and any option exercised by the Association in accordance with this Side Letter. A copy of Policy D-14 which sets forth those minimum staffing provisions that are incorporated in the MOU is attached hereto as Exhibit "A" and incorporated by reference as though set forth in full. In addition, those existing minimum staffing provisions will be expanded to identify minimum staffing obligations on a per-classification and per-shift basis, in addition to the current per-apparatus basis as follows: On each shift, there will be on duty at all times a minimum number of 4 firefighters, 16 fire paramedics, 10 fire engineers, and 10 fire captains.

ARTICLE IX – RETIREMENT

A. Benefits:

1. Public Employees' Retirement System:

- f. If all of the other safety units agree, the Association commits to implementation of a second tier retirement formula (3% at 55) for new hires.

ARTICLE XIV – TERM OF MOU

This Memorandum of Understanding shall be in effect commencing on September 25, 2007 and ending at midnight on June 24, 2011. This MOU constitutes the entire agreement of the parties as to the changes in wages, hours, and other terms and conditions of employment of employees covered hereunder for the term hereof.

- A) This article is hereby amended to extend the term of the MOU so that the MOU, as amended herein, shall expire June 24, 2012 instead of June 24, 2011.
- B) In addition, the Association shall have the exclusive option to extend the MOU, without any change in its terms and conditions, an additional twelve (12) months through and including June 24, 2013.
- C) This article is hereby amended to extend the term of the MOU so that the MOU, as amended herein, shall expire September 30, 2013.

SUNSET CLAUSE

The obligation to pay additional retirement contributions and the added per-classification and per-shift minimum staffing requirements described above will expire (i.e. Sunset) September 30, 2013.

Side-Letter Implementation

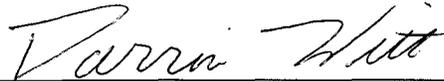
Except as modified above, all remaining terms and conditions set forth in the existing MOU, and all wages, hours and other terms and conditions of employment described therein and presently enjoyed by represented employees shall remain in full force and effect throughout the remainder of the term of the MOU as extended.

The modified provisions contained in this side letter are effective following approval by the City of Huntington Beach City Council and will remain in full force unless otherwise specifically modified, either by subsequent side-letter or a successor memorandum of understanding.

The parties agree that this side-letter agreement and the implementation thereof will not be subject to Personnel Rule 19 – Grievance Procedure/Non-Disciplinary Matters, or otherwise appealed either administratively or in a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have caused this SIDE LETTER AGREEMENT to be executed by and through their authorized officers on AUGUST 15, 2011.

**Huntington Beach
Fire Association**



Darrin Witt
President

Dated: 8/15/11



Tim Andre
Vice-President

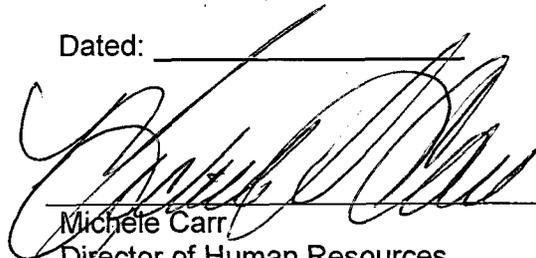
Dated: 8/17/11

City of Huntington Beach



Fred A. Wilson
City Manager

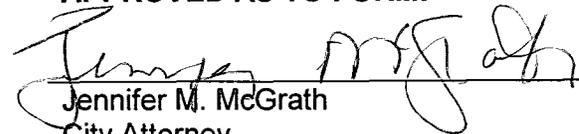
Dated: _____



Michèle Carr
Director of Human Resources

Dated: 8/9/11

APPROVED AS TO FORM:



Jennifer M. McGrath
City Attorney

Dated: 8-16-11

Organization Manual

Personnel

D-14

Huntington Beach Fire Department

Applicable (✓) to the following personnel:

- | | | | |
|-----------------------|--------------------|---------------|-----------------------|
| ✓ Fire Administration | ✓ Fire Prevention | Fire Captain | Firefighter Paramedic |
| ✓ Chief Officer | ✓ Fire Suppression | Fire Engineer | Firefighter |

Minimum Staffing and Filling Vacancies

INTENT

To establish and maintain the minimum staffing levels for the Huntington Beach Fire Department.

DEFINITIONS

1. **Apparatus** - Any vehicle utilized to respond to fires, other emergencies or work assignments that requires a California Class A, Class B, or Class B firefighter restrictive driver's license.
 - **Fire Engine** - An apparatus with fire pump, fire hose, water tank, ground ladders, necessary firefighting equipment, and may include a "telesquirt" type ladder, but specifically excluding aerial ladder or platform capabilities.
 - **Fire Truck** - An apparatus that has mounted on the chassis, an aerial ladder or aerial platform, "TRUCK COMPANY" equipment, and may include a fire pump, fire hose, and water tank.
 - **Hazardous Materials (HAZMAT) Unit** - An apparatus that has tools and equipment used in the mitigation of Hazardous Materials incidents.
 - **Paramedic Engine or Paramedic Assessment Engine** - A fire engine that carries Advanced Life Support equipment.
 - **Paramedic Unit** - Any Fire Department vehicle, other than a fire engine or fire truck, that carries Advanced Life Support equipment.
 - **Special Purpose Apparatus** - Apparatus (as described in No. 1 above), not otherwise defined in this policy and utilized for response to alarms.
2. **Fire Company** - A firefighting force commanded by a single Fire Captain (or a person assigned/qualified as such).

Minimum Staffing and Filling Vacancies

3. **In-Service** - Personnel, apparatus, and/or equipment that are available for dispatch to an alarm or actively involved in an alarm.
4. **Qualified Personnel** - Any Huntington Beach Fire Department employee meeting the minimum qualifications for the position as detailed in Policy D-10 who is operating/functioning with the approval of the on-duty Battalion Chief.

POLICY

The Duty Battalion Chief shall be responsible to ensure that each fire station and each apparatus are fully staffed according to this policy.

A. MINIMUM STAFFING

The City of Huntington Beach (City) shall cause apparatus to be staffed with sufficient personnel to ensure the safety of employees and the control of risk. For these purposes, the minimum staffing shall be as follows:

1. Each Fire Company shall be staffed with a minimum of three (3) personnel and may be assigned various firefighting or other emergency related activities, as well as routine duties. Fire Companies are generally assigned as engine companies or truck companies when they operate with a fire engine or fire truck apparatus. They may, however, operate without apparatus or with more than one (1) vehicle or apparatus. When operating with more than one (1) vehicle or apparatus, the minimum staffing requirements of this section shall be required when the vehicle is operated on an incident scene. Apparatus responding Code 3 shall be staffed with a minimum of two (2) persons.
2. Each in-service engine company shall be staffed with no less than one (1) Fire Captain, one (1) Fire Engineer, and one (1) Firefighter. Any member may be a Paramedic.
 - a. In the event a Fire Company drops below minimum staffing and "Qualified Personnel" are available, that Fire Company may continue to respond to augment single engine alarms. A second fully staffed engine shall be dispatched.
3. Each in-service truck company shall be staffed with no less than one (1) Fire Captain, one (1) Fire Engineer and two (2) Firefighters. Any member may be a Paramedic.
 - a. In the event a Fire Company drops below minimum staffing and "Qualified Personnel" are available, that Fire Company may continue to respond to augment single engine alarms. A second fully staffed engine shall be dispatched.

Minimum Staffing and Filling Vacancies

4. Each in-service paramedic unit shall be staffed with no less than two (2) certified Paramedics.
5. Each in-service paramedic engine company shall be staffed with no less than one (1) Fire Captain, one (1) Fire Engineer, and two (2) Firefighters. Two (2) of the members must be certified Paramedics.
 - a. In the event a Fire Company drops below minimum staffing and “Qualified Personnel” are available, that Fire Company may continue to respond to augment single engine alarms. A second fully staffed engine shall be dispatched.
6. Each in-service paramedic assessment engine company shall be staffed with no less than one (1) Fire Captain, one (1) Fire Engineer, and one (1) Firefighter. One (1) of the members must be a certified Paramedic.
 - a. In the event a Fire Company drops below minimum staffing and “Qualified Personnel” are available, that Fire Company may continue to respond to augment single engine alarms. A second fully staffed engine shall be dispatched.
7. Each in-service hazardous materials apparatus shall be staffed with a fire company of which the regularly assigned personnel shall be specially trained in hazardous materials incident practices and procedures. One or more of the personnel staffing the hazardous materials apparatus may be assigned as technical advisors to an emergency's Incident Commander. When this occurs, the remaining personnel may be reassigned to other companies involved in the incident or other Hazardous Materials Joint Powers Authority providers.
8. Special purpose apparatus shall be staffed with no less than one (1) person (Fire Engineer or Firefighter assigned/qualified as such) when responding Code 2, and with no less than two (2) personnel (one of whom must be a Fire Engineer or a Firefighter assigned/qualified as a Fire Engineer) when responding Code 3 to alarms.
9. Fire apparatus not considered to be in service shall not be required to have personnel assigned to them for the purposes of this Article.
10. The minimum staffing as set forth in this Article shall be specifically and exclusively from public safety employees of the Huntington Beach Fire Department for all routine activities and normal shift duties. Reserve Firefighters shall not be used to meet minimum staffing levels.
 - a. No employee shall be assigned to more than one (1) fire-company at the same time for all routine activities and normal shift duties.
 - b. Routine activities and normal shift duties shall include those emergencies that would normally be handled by the on-duty suppression force.

Minimum Staffing and Filling Vacancies**B. FILLING VACANCIES**

1. Employees acting in a higher classification, when properly qualified, shall be considered equivalent to the required classification.
 - a. Employees acting in a higher classification shall be paid acting pay for all time worked in the higher class when the time cumulatively exceeds two (2) hours within one (1) 24-hour shift. Acting pay will be calculated based on the step range of the higher classification, which provides at least a five percent range differential. For example, a Firefighter at E step who is qualified and acts as an Engineer will be compensated at the hourly rate of a D step Engineer, which is equal to or greater than a five percent differential.
2. Any employee assigned to serve in the capacity of Battalion Chief's Aide shall not be utilized to satisfy any of the minimum staffing requirements except as set forth in this Article. The BC's Aide may be utilized to fill a position for which he/she is qualified to serve in cases of temporary fill-in of four (4) hours or less.
3. Either one (1) Firefighter or one (1) Firefighter Paramedic assigned to a truck company may be utilized for special assignments for a period not to exceed four (4) hours.
4. REPLACEMENT CALLBACK. When a vacancy exists on any apparatus, the Department will be obligated to meet minimum staffing obligations of this Article by use of off-duty personnel on an overtime basis. In the event an apparatus is placed out of service, those persons previously assigned thereto may be utilized to fill any vacancy prior to the use of off-duty personnel on an overtime basis.
5. When a vacancy exists on any apparatus, the vacancy shall be filled rank for rank based upon the provisions of the Fire Department's Policy D-3 (Callback Staffing System).

C. NEW EQUIPMENT

1. If the City makes a managerial decision to change staffing levels provided for in the MOU, or to utilize any new apparatus over and above that presently in use, the City and the Association shall Meet and Confer in good faith prior to such action being implemented.
2. The Meet and Confer process/obligation shall apply to any managerial decision to eliminate any paramedic unit(s) / van(s).

Minimum Staffing and Filling Vacancies

D. CHANGES IN STAFFING

1. If either party requests a Meet and Confer, as indicated in New Equipment and Changes in Staffing sections above, the parties shall complete the process (including any impasse procedure) within 60 days, unless otherwise extended by mutual agreement.

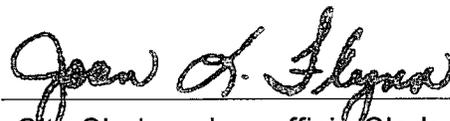
APPROVED: _____ Original Signed _____
Duane S. Olson, Fire Chief

DATE: _____ 6-1-2004 _____

STATE OF CALIFORNIA
COUNTY OF ORANGE) ss:
CITY OF HUNTINGTON BEACH)

I, JOAN L. FLYNN the duly elected, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven; that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said City Council at an **regular** meeting thereof held on **August 15, 2011** by the following vote:

AYES: Shaw, Carchio, Bohr, Dwyer, Boardman
NOES: Harper, Hansen
ABSENT: None
ABSTAIN: None



City Clerk and ex-officio Clerk of the
City Council of the City of
Huntington Beach, California