

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF HERMOSA BEACH

AND

FIREFIGHTERS ASSOCIATION

July 1, 2015 – June 30, 2016

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF HERMOSA BEACH AND THE
HERMOSA BEACH FIREFIGHTERS' ASSOCIATION**

ARTICLE I – PREAMBLE

This Memorandum of Understanding has been entered into pursuant to the laws of the State of California and the City of Hermosa Beach, hereinafter referred to as the City, and has been executed by the City Manager on behalf of the City, and the Hermosa Beach Firefighters, hereinafter referred to as the Association.

ARTICLE 2 – RECOGNITION

- A. Pursuant to the Association's petition to the City dated March 25, 1982, and applicable State laws, Firefighters' Association is acknowledged by the City as the majority representative of the employees in the following classifications:

Firefighter
Firefighter/Paramedic
Fire Engineer
Fire Captain

- B. It is understood that Fire Captains are included in the bargaining unit. However, because of the nature of the department and the lack of another supervisory employee rank between Fire Captain and Fire Chief, Fire Captains will be permitted to function as management. Part of the duties of the Fire Captain will be to carry out the direction of management in regard to directing the work force.

ARTICLE 3 – MUTUAL RECOMMENDATION

This Memorandum of Understanding constitutes a mutual recommendation by the parties to the City Council. It is expressly intended that the duties, responsibilities, and functions of the City in the operation of its Fire Department shall in no manner be impaired, subordinated, or negated by any provisions of this agreement.

ARTICLE 4 – CITY COUNCIL APPROVAL

It is, however, the mutual understanding of all the parties hereto that such Memorandum of Understanding will become effective upon approval by the City Council of the City of Hermosa Beach.

ARTICLE 5 – REPEALS

The provisions of this Memorandum of Understanding together with those wages, hours, and other terms and conditions of employment in existence prior to July 1, 1997, and are not changed by this Memorandum, shall constitute the wages, hours, and terms and conditions of employment for the employees during the terms of this Memorandum of Understanding.

ARTICLE 6 – EFFECTIVE AND TERMINATION DATES

This Memorandum of Understanding shall become effective July 1, 2015, and will continue through June 30, 2016, with respect to all fire safety employees of the City of Hermosa Beach. During the period covered by this Memorandum of Understanding, any items concerning wages, hours, and other terms and conditions of employment provided by this Memorandum of Understanding shall remain in effect unless the parties agree to revise the same as a written modification to this Memorandum of Understanding, subject to the limitations expressed in Section 3504 of the Government Code.

ARTICLE 7 – CONSTITUTIONALITY

If any section, subsection, subdivision, sentence, clause, or phrase of this Memorandum of Understanding is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this Memorandum of Understanding.

ARTICLE 8 – MANAGEMENT'S RIGHTS RESERVED

1. Manage the City.
2. Schedule working hours.
3. Establish, modify or change work schedules or standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
6. Determine the location of any new facilities, building, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
7. Determine services to be rendered.
8. Determine the layout of buildings and equipment and materials to be used herein.
9. Determine processes, techniques, methods and means of performing work.
10. Determine the size, character and use of inventories.
11. Determine the financial policy including accounting procedures.
12. Determine the administrative organization of the system.
13. Determine selection, promotion, or transfer of employees.
14. Determine the size and characteristics of the work force.
15. Determine the allocation and assignment of work to employees.

16. Determine policy affecting the selection of new employees.
17. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
18. Determine administration of discipline.
19. Determine control and use of City property, materials and equipment.
20. Schedule work periods and determine the number of work periods.
21. Establish, modify, eliminate or enforce rules and regulations.
22. Place work with outside firms.
23. Determine the kinds and numbers of personnel necessary.
24. Determine the methods and means by which such operations are to be conducted.
25. Require employees, where necessary, to take in-service training courses during working hours.
26. Determine duties to be included in any job classifications.
27. Determine the necessity of overtime and the amount of overtime required.
28. Take any necessary action to carry out the mission of the City in cases of an emergency.

The exercise of the foregoing powers, rights authority, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and the discretion in connection therewith, shall be limited only by the terms of this Memorandum of Understanding, City Personnel Ordinance, Personnel Rules and Regulations, current established practice, and other statutory law.

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's' rights shall impact on the employees of the bargaining unit, the City agrees to meet and confer with representatives of the Association, upon request by the Association, regarding the impact of the exercise of such rights unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

ARTICLE 9 – FIRE SERVICE CONSOLIDATION

- A. In the event that the City should relinquish certain managerial functions due to consolidation or merger, the City will meet and confer with the Association to address the impact of such consolidation, merger, or contracting on the negotiated hours, wages or other terms and conditions of employment of the members of the Association.

The City will make every effort to initiate the meet and confer process as early in the developmental phase as possible of a proposed merger, consolidation or contracting of department functions.

- B. The City agrees that, should it exercise its management right to consolidate or otherwise contract out all or part of the fire safety function, all accrued [vacation, sick, comp.] time, not yet utilized as of the consolidation date shall either be paid in full or transferred to the new provider; for employees so transferring, they shall have the choice of cash in/retention of said accrued leaves.

ARTICLE 10 – EXEMPT EMPLOYEES

- A. For purposes of FLSA pay and overtime, Fire Captains will be treated the same as non-exempt classifications.
- B. It is understood that the Captains, as management, may from time to time have to rearrange the manpower on any particular shift.

ARTICLE 11 – SCOPE OF REPRESENTATION

The scope of representation of the Association shall include all matters relating to employment condition and employer-employee relations including wages, hours, and other terms and conditions of employment.

ARTICLE 12 – NON DISCRIMINATION

Both parties to this agreement agree not to discriminate against any employee or applicant because of age, gender, race, national origin, religion, color, ancestry, marital status, sexual orientation, physical or mental disability, medical condition, and/or Association membership or activity. Additionally, the City expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of law. No employment decision may be made based upon an employee's submission to or rejection of such conduct. It is the responsibility of any employee who believes that they are the victim of such harassment, whether sexual, racial, ethnic or religious to report the conduct to their Fire Chief, Human Resources Manager/Director or the City Manager in a timely manner.

ARTICLE 13 – HOURS OF WORK

All employees covered by this Memorandum of Understanding shall work shifts of twenty-four (24) hours in such a manner that they average 56 hours per week.

ARTICLE 14 – 7K EXEMPTION

The City of Hermosa Beach has exercised its ability to take a statutory "7K" exemption for sworn fire personnel. The work period for such employees shall be twenty eight (28) days in length commencing on April 16, 1986.

ARTICLE 15 – STEWARDS' ADMINISTRATIVE LEAVE

The City shall provide an aggregate total of three (3) shifts per year for use by the Association stewards to attend employer-employee related seminars, conferences, etc., such times subject to mutual agreement with the Fire Chief and the availability of replacement personnel.

ARTICLE 16 – REASONABLE NOTICE

It is mutually understood and agreed that a copy (via the United States postal service) of the City Council and/or Personnel Board agenda for each meeting, mailed to the Association, shall constitute reasonable written notice, and notice of an opportunity to meet with such agencies, on all matters within the scope of representation upon which the City Council or Personnel Board may act.

ARTICLE 17 – ACCESS TO WORK STATION

The City agrees to grant official representatives of the Association the access and right to discuss any grievance or problem arising under the terms of this Agreement with any employee during working hours. It is agreed that there will be as little interference as possible by the Association Representative during the working hours of said employee. It is agreed that the Association Representative shall be permitted to conduct a reasonable amount of Association business regarding grievances during working hours without loss of pay and that the Association may use City facilities to conduct meetings when such facilities are available.

ARTICLE 18 – BULLETIN BOARD

One bulletin board will be provided upon which the Association may post only notices of recreational, health and welfare, and social affairs, notices of meetings or election. The posting of any other classes of notices or the distribution of any written or printed notices, cards, pamphlets or literature of any kind at City work stations or premises is prohibited without the prior permission of the City Manager or an authorized departmental management official.

ARTICLE 19 – PAYROLL DEDUCTION

It is mutually agreed that the City will, during the term of this Agreement, deduct monies and remit to the Association (as authorized by Employee Payroll Deduction Authorization) a deduction for dues and insurance, providing there is not more than one such deduction per pay period.

ARTICLE 20 – NO REDUCTION

It is agreed that no member of the Association by virtue of the adoption of this Agreement shall suffer a reduction in working conditions and/or other benefits not otherwise enumerated in this Memorandum of Understanding.

ARTICLE 21 – TEMPORARY UPGRADE PAY/PARAMEDIC COORDINATOR PREMIUM/SPECIAL ASSIGNMENT PAY

- A. Employees who are placed and maintain a position on a promotional eligibility list for the classifications of Fire Engineer and/or Fire Captain shall receive a premium of 5% of base salary. When it is necessary to appoint an employee to an **acting position**, that employee shall be chosen from the appropriate eligibility list for that classification. (Not Reportable to PERS)
- B. An employee covered by this agreement and assigned to perform any of the duties listed below shall receive an additional 5% above his Base Salary for each month so assigned.
 - 1. Paramedic Coordinator Premium
 - 2. Ambulance Operator Safety Officer/Training Coordinator
 - 3. Special Events Fire Prevention Coordinator
- C. An employee covered by this agreement and assigned to perform any of the duties listed below shall receive an additional 10% above his Base Salary for each month so assigned.
 - 1. Fire Marshal/Fire Inspector
- D. The City and Association mutually agree to meet, as the need may arise, to develop additional special Duties pay categories.

ARTICLE 22 – PARAMEDIC REASSIGNMENT

- A. After a Paramedic has worked in the paramedic classification for a period of not less than five (5) consecutive years, he may return to the classification of Firefighter. The intended purpose is to provide the paramedic with the opportunity of reassignment. It is understood that in the event of such reassignment, the member will be placed at the step in the Firefighter base salary range corresponding to his step at the Paramedic salary range. This reduction will remain in effect until such time that the member either returns to paramedic duty or promotes to a higher rank within the Department. Additionally, the Fire Chief/ Public Safety Director has the authority to retain sufficient personnel, certified as a paramedic, to maintain the required level of service.
- B. When a vacancy occurs in the Paramedic classification, prior to any new entry level examination process, a promotional examination will be conducted with all current Firefighters, who meet the minimum requirements, eligible to participate in the examination process.

ARTICLE 23 – MEDICAL EXAMS

- A. All employees covered by this agreement shall be provided with a complete physical exam on a biennial schedule.
- B. Said physical to be at a location of the City's choice and at the City's expense.

C. The physical exam is to include the following procedures as medically indicated:

1. Physician systemic examination
2. Audiometry
3. Occult Blood
4. Comprehensive Blood Panel and Urinalysis
5. Exercise prescription/Physician Consultation

Additional procedures such as tonometry, spirometry, chest x-ray, body composition analysis, resting 12-lead electrocardiogram, maximal exercise stress test, oxygen uptake analysis, and strength and flexibility testing may be performed as medically appropriate. The City will maintain compliance with current laws and regulations regarding the release of medical records.

ARTICLE 24 – EMPLOYEE ASSISTANCE AND PSYCHOLOGICAL HEALTH

- A. The City will provide to all employees covered by this agreement the equivalent of the Employee Assistance Program (EAP) that is in effect as of July 1, 1997.
- B. City will continue to provide the Psychological Health Plan that is in effect as of July 1, 1997 or its equivalent.

ARTICLE 25 – EMPLOYEE OPTION BENEFIT PROGRAM

A. Purpose

To provide a benefit package which allows the individual firefighter to select benefits according to his/her particular needs

B. Amount of Benefit

The amount of E.O.B. benefit is \$900.00 monthly.

C. Benefit Options

1. Medical Insurance

a. An employee entitled to his E.O.B. must either purchase medical insurance through the City or provide the City with proof of coverage for medical insurance by other means.

b. Either the Indemnity or the HMO Medical insurance plan may be utilized.

2. Dental Insurance

Either the Indemnity or the HMO Dental plan may be utilized.

3. Vision Insurance.

- 4. Deferred Compensation.
- 5. Cash Payment

Bimonthly with regular paychecks

ARTICLE 26 – EDUCATIONAL INCENTIVE, EMERGENCY MEDICAL TECHNICIAN PAY, PARAMEDIC PAY, SPECIAL ASSIGNMENT PAY

- A. In recognition of formal educational, vocational and technical training the City agrees to the following incentive program for all Fire Department employees covered by this MOU:

5% additional compensation over base salary

Minimum Units	15	30	45	AA/AS	BA/BS
Years of Service	8	6	4	4	2

OR

10% additional compensation over base salary

Minimum Units	30	45	AA/AS	BA/BS	Masters
Years of Service	12	9	9	7	4

In addition, employees are eligible to receive:

- 1. Recertification Bonus: 3% per month for State Fire Officers (SFO) Certificate, and, notwithstanding the above;
 - 2. Emergency Medical Technician Pay: 2% per month (or a minimum of \$100 per month) for Emergency Medical Technician Certificate (EMT-1)*. EMT-1 Premium available for classifications other than Paramedic.
 - 3. Paramedic Pay: Those persons in the classifications of Engineer and Captain who hold and maintain a current paramedic certification will receive a monthly incentive of 5% of top step paramedic salary. Beginning January 1, 2001, the amount will be raised to 7.5% of the top step paramedic salary. Effective January 1, 2003, the monthly incentive shall be increased to 10% of top step paramedic pay.
 - 4. Employees in the classification of Fire Captain shall be eligible to receive an Educational Incentive of 3% of base salary per month for certification as a Chief Officer effective 7/1/04.
- B. SFO and EMT-1 Certificate pay may be combined with academic premium above (i.e. 5% or 10%).

- C. Captains not eligible for SFO premium.
- D. Retroactivity for payment of any of the above premiums shall be limited to a maximum of three (3) months.
- E. The City will develop a program to reimburse Association members for approved job related training and course work.
- F. The City agrees to provide an education reimbursement benefit to those employees who enroll in academic courses in pursuit of an Associate, Bachelors or Masters Degree in a field related to their employment with the City of Hermosa Beach. Employees shall be reimbursed for their course fees, books and tuition in an amount equivalent to those of the California State University as approved by the Human Resources Manager/Director. An annual fiscal year maximum reimbursement amount will be determined by the Human Resources Manager/Director using CSU rates. The amount will be determined based on the CSU schedule for attending a Fall semester, one winter session, a Spring semester, and one summer session.

ARTICLE 27 – OVERTIME

- A. All employees covered by this agreement who are required to perform in excess of the standard work period of 212 hours in a 28 day cycle shall receive compensation at the rate of time and one-half his/her regular rate of pay. The regular rate of pay shall include the following components in addition to Base salary:
 - 1. Educational Incentive
 - 2. Special Assignment Pay (i.e. Plan Check)
 - 3. Acting Pay
- B. All employees covered by this agreement who are required to perform less than 212 hours in a standard work period of 28 days, shall receive compensation at the straight time regular rate of pay or compensatory time on an hour for hour basis.
- C. No employee covered by this agreement shall accrue more than two hundred forty (240) hours of such compensatory time. Should any employee exceed two hundred forty (240) hours of accrued compensatory time, he/she shall receive compensation at the straight time regular rate of pay.
- D. In determining an employee's eligibility for overtime compensation in a work period, paid leaves of absences for vacation, sick, comp. time, and holiday comp. time shall be counted as hours worked effective November 1, 2006
- E. All extra time worked (commonly referred to as overtime) will be distributed as equally as possible among regular full time Association members within the classifications.
- F. All employees covered by this agreement forced to work in a lower classification shall receive their regular rate of pay.

- G. No employee shall be required to work overtime until all available employees have been contacted.
- H. All hours spent acquiring continuing education for the purpose of maintaining certification as a paramedic shall be considered hour worked for FLSA purposes.
- I. Employees may elect to receive pay or accrue compensatory time as compensation for overtime hours worked.

ARTICLE 28 – OVERTIME AUTHORIZATION

- A. All overtime requests must have prior written authorization of the Fire Chief (or his designee) prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon as thereafter practicable. Dispatched calls beyond the end of duty time are considered as authorized.
- B. An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.

ARTICLE 29 – SHIFT TRADES

- A. The practice of shift trading shall be voluntary on behalf of each employee involved in the trade.
- B. A member desiring a shift trade (exchange) shall:
 - 1. Prepare and submit with proper signatures a "shift exchange form" to his supervisor.
 - 2. Exchange shifts with members of equal rank or classification, or members that can be assigned to perform in an acting capacity (non-compensated), or can perform the same duties as the requester.
 - 3. Make sure the exchange is approved by the proper supervisor(s) before the trade occurs.
- C. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. Shift trades are not to be used in lieu of accrued vacation and/or comp. time. More than three consecutive shift trades requested will be approved only when accompanied by a valid justification (i.e. educational commitments, use of required yearly vacation already taken, manning shortages, or cancellation of other time off by the Department).
- D. The employee providing the trade shall not have his/her compensable hours increased as a result of the trade; nor shall the employee receiving the trade have his compensable hours decreased as a result of the trade. Any hours worked beyond the normal work day will be credited to the individual actually doing the work.

- E. Once approved, shift trade dates and/or repayment dates may not be changed unless circumstances justify the change and must be submitted in writing to the requesters Captain for approval.
- F. "Paybacks" of shift trades are the obligation of the two employees involved in the trade. Paybacks are to be completed within one (1) year of the date of the initial shift trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.
- G. A record of all initial shift trades and "paybacks" shall be maintained by the Fire Captains.
- H. If one individual fails to appear for the other (regardless of the reason), the person who traded in to the schedule will be listed as absent without leave and may be subject to disciplinary action.

ARTICLE 30 – EARLY RELIEF POLICY

The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increased as a result of the early relief; nor shall the employee relieved early have his/her compensable hours decreased as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned to other duties.

ARTICLE 31 – TRAINING TIME

- A. Attendance at training schools/facilities (including the Academy), which improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus or to barracks 24 hours a day. This provision is not intended to waive any employee's rights for purposes of Workers' Compensation benefits.
- B. Training mandated by the Department on an employee's day off shall be compensated for actual time spent in training.
- C. Travel time to and from the training facility outside of an employee's normal work shift is not normally compensable hours of work, however, reasonable requests for travel time shall be adjusted between the Department Head and the Employee.

Nothing in this article is intended to waive the employee's rights for purposes of Workers' Compensation benefits.

ARTICLE 32 – CITY VEHICLE USE

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle [this provision also applies in those situations where the radio must be left on and monitored].

ARTICLE 33 – COURT PAY

When an employee covered by this agreement is physically called to court on a regularly scheduled day off, he/she shall be credited with a minimum of three (3) hours worked or on an hour for hour basis for the time actually spent in court., whichever is greater, compensated at one and one half times of the regular rate of pay. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever. This provision is not intended to waive the employee's rights for purposes of Workers' Compensation benefits.

ARTICLE 34 – COURT STANDBY PAY

- A. An employee who while off duty is on court standby status may leave a telephone number at a location within forty-five (45) minutes of the designated court where he/she may be reached while on court standby. Such time is not considered hours worked under the Fair Labor Standards Act. The employee will receive straight time pay, up to a maximum of 8.5 hours per day, for standby during the pendency of the case.
- B. Alternatively, an employee on court standby shall report, with the permission of the Department, to the Fire facility, in uniform, for assignment while awaiting court. An employee shall be credited on an hour for hour basis, compensated at one and one half times the regular rate of pay, for time actually worked while on standby. Travel time to the Fire facility shall not be considered hours worked and shall not be compensated in any manner whatsoever.

ARTICLE 35 – CALL BACK

- A. Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of five (5) hours work commencing when he/she reports to duty. Any hours worked in excess of five (5) hours shall be credited on an hour for hour basis for actual time worked. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.
- B. An employee who is held over at the end of his/her shift for an emergency shall be credited with a minimum of two (2) hours work.

ARTICLE 36 – PAID VACATIONS

- A. Employees covered by this agreement shall receive paid annual vacations pursuant to the terms of this Article.
- B. Vacation requests will be made by employees as far in advance as possible in order to insure time off as required.
- C. All Association members within the classification shall have the first week after the list is posted on the board to fill the openings. All other personnel may sign for any open shifts after the first week. If any shift remains open after the second week, the Fire Chief, or his designee, may require department personnel to fill them. The parties agree that a list be kept of overtime for vacation, holiday, sick leave, and emergency.
- D. Paid vacations to be as follows:
 - Upon Hire ----- 5 shifts/year
 - Commencing with the Second Year ----- 6 shifts/year
 - Commencing with the Fifth year ----- 7 shifts/year
 - Commencing with the Ninth year ----- 9 shifts/year
 - Commencing with the Fourteenth Year ----- 11 shifts/year
 - Commencing with the Eighteenth year----- 12 shifts/year
- E. All employees shall take vacation time off within each fiscal year.
- F. An employee may accrue vacation to a maximum of 15 shifts (360 hrs). Cash out of any earned but unused vacation accrual in excess of 360 hrs. shall be automatically cashed out based on the balance listed on the June 1-15 payroll. Payment will be made on the July 5th paycheck. Cash-out of excess vacation accrual shall be at the employee's regular rate of pay.
- G. Additionally, upon utilization of vacation, an employee covered by this agreement may cash in vacation on a one for one basis up to a maximum of six (6) shifts per year. Cash-in of Vacation accrual shall be at the employees' regular rate of pay.
- H. In the event that an employee desires to accumulate vacation time from year to year, the employee may do so providing permission has been received from the City Manager; City Manager shall not unreasonably withhold such permission.
- I. Requests for vacation time of more than three (3) shifts must be submitted to the Fire Chief or his designee, at least three (3) shifts in advance.

ARTICLE 37 – HOLIDAYS

- A. At the employee's option, all employees who are covered by this agreement will receive, in lieu of holiday time off, twelve (12) hours of pay per month at the employee's regular rate of pay, or twelve hours per month of compensatory time off.
- B. Requests for Holiday Comp time off of more than three (3) shifts shall be submitted to the Captain at least three (3) shifts in advance. Only one (1) Captain and one (1) Engineer may be off at the same time.
- C. There shall be an accrual cap of 480 hours; all hours in excess of this maximum shall be automatically cashed out based on the balance listed on the June 1-15 payroll. Payment will be made on the July 5th paycheck. Said cash out to be at the employee's regular rate of pay.
- D. Unless otherwise provided for in this Agreement, upon termination of City service for any reason accrued Holiday Comp shall be cashed out at the employee's regular rate of pay.

ARTICLE 38 – SICK LEAVE

- A. All Association Members shall accrue twelve (12) hours per month sick leave (6 shifts per year).
- B. All employees with a minimum sick leave balance of 242 hours MAY annually cash in up to four hundred (400) hours of sick leave per year in excess of 242 hours. The annual date and number of hours shall be the employee's choice. Said cash out will be at the employee's regular rate of pay.
- C. Employees hired prior to July 1, 1989 shall have an accrual cap of 2000 hours. All hours in excess of this maximum shall be automatically cashed out as part of the June 30th payroll at employees' regular rate of pay. Employees whose accrual balance exceeds 2000 hours as of July 1, 1989 shall be allowed to maintain that balance.
- D. Employees hired July 1, 1989 or later shall have an accrual cap of 1200 hrs. All hours in excess of this maximum shall be automatically cashed out based on the balance listed on the June 1-15 payroll. Payment will be made on the July 5th paycheck at employee's regular rate of pay.

ARTICLE 39 – REGULATION OF SICK LEAVE & OTHER PROVISIONS

- A. Use of Sick Leave
 - 1. Sick leave shall be used only in case of sickness or disability of the employee or for family sick leave. Misuse of sick leave shall be grounds for disciplinary action.

B. Procedure

1. To receive compensation while absent on sick leave, employees shall notify the City per the Department's sick leave policy.
2. When absence is for more than two (2) consecutive shifts the City may request the reason for the absence be verified by a written statement, stating the cause of absence, from an attending physician. The employee shall furnish any other proof of sickness reasonably required by the City.

C. Family Sick Leave

1. In case of serious illness or death of a member of the immediate family, the employee may utilize sick leave.
2. Pregnancy (maternity or paternity) is an allowable use.
3. Immediate family for the purpose of this Section shall be defined as: spouse, mother, mother-in-law, father, father-in-law, sister, brother, (step) child or guardian, stepfather, stepmother, grandparents or grandchildren. Employees may pre-designate and substitute other members for those members defined as "immediate family." The intent of this provision is not to expand the number of persons included in the definition of "immediate family" or to increase the paid leave opportunities, but, rather to recognize the variation in family structure (e.g. aunt for mother in the case where it as an aunt as caretaker in the absence of a mother).
4. Such time shall be deducted from the existing sick leave of the employee.

ARTICLE 40 – SICK LEAVE AT TERMINATION

- A. For employees hired prior to July 1, 1989 and upon termination, either voluntary/involuntary or resignation from City employment, sick leave will be paid, at the employees regular rate of pay, according to the following standards
1. 25% of all accrued sick leave for 5 through 9 years continuous service.
 2. 50% of all accrued sick leave for 10 through 19 years continuous service.
 3. 75% of all accrued sick leave for 20 plus years continuous service (exception: for medical retirement at age 50+ with 20 years or more of continuous service, cash-out shall be at employees' forty-hour rate).
- B. Upon service retirement, accrued sick leave shall be cashed out pursuant to the schedule above computed at the employee's forty-hour rate of pay.
- C. For employees hired July 1, 1989 or later and upon termination, resignation, or service retirement, from City employment, sick leave shall be paid at the employees' regular rate of pay, according to the following standards,

1. 50% of all accrued sick leave for 10 or more years of continuous service.
- D. in exception to A, B & C above employees covered by this agreement who are retired as a result of a service connected disability shall receive 75% of their accumulated sick hours regardless of length of service. Said cash-out shall be at the employee's regular rate of pay.

ARTICLE 41 – BEREAVEMENT LEAVE

Each employee covered by this Agreement shall receive a maximum of two shifts per calendar year to be utilized for bereavement leave because of a death in their immediate family. Immediate family shall be defined as in Article 40 of the Agreement. Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused bereavement be provided. The Chief may grant one (1) additional shift in the event of a death which requires extended travel.

For the purposes of bereavement leave, parent's in-law, step children and parents, and persons living within the same household are to be considered in the definition of "immediate family".

ARTICLE 42 – RETIREMENT

- A. This paragraph A is subject to the provisions in paragraph B., below.

Tier I. The City provides the PERS 3% at 55 Plan with one year final compensation to employees hired prior to July 1, 2011.

Tier II. For employees, hired after on or after July 1, 2011 the PERS retirement benefit formula shall be 2% @ 50. Other retirement benefits for employees hired on or after July 1, 2011 will remain the same as employees hired prior to this effective date, including Section 20042, One Year Final Compensation and Sections 21624, 21626, and 21628, Post-Retirement Survivor Allowance.

Effective the first payroll period commencing on or after City Council adoption of the 2012 -2015 MOU, unit members employed prior to January 1, 2013, shall personally fund 3% of compensation earnable as and for the individual member's normal employee PERS contribution.

Effective the first payroll period commencing on or after July 1, 2013, all of the above unit members shall personally fund 6% of compensation earnable as and for the individual member's normal employee PERS contribution.

Effective the first payroll period commencing on or after July 1, 2014, all of the above unit members shall personally fund 9% of compensation earnable as and for the individual member's normal employee PERS contribution.

The City shall adopt the necessary resolution so that such payments made by employees may be excluded from taxable income pursuant to section 414(h) (2) of the U.S. Internal Revenue Code.

Whether as authorized by Government Code § 20692, 20636(c)(4) or any other statutory or other legal basis, the City shall not report to PERS as any type of compensation, any portion of the normal employee PERS contributions required by PERS.

To the extent that this 2012-2015 MOU mandates payment by the City of all or part of the above unit members' normal employee PERS contribution, the City shall make said payments on a pre-tax basis to the extent authorized to do so by the IRS and the Franchise Tax Board.

- B. AB 340 (signed by the Governor on 09/07/12 and effective January 1, 2013,) shall in its entirety be given full force and effect as it may from time to time exist, during and after the term of the 2012-15 MOU, as described below. Any provision in the 2012-15 MOU which contradicts any provision of AB 340 shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of the 2012-15 MOU or any MOU, Agreement, Rule or Regulation predating the 2012-15 MOU.

Unit members who are "new members" as defined in the above AB 340, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said newly hired employee is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (AB 340 – Government Code section 7522.30)

Unit members who are "new members" as defined in the above AB 340, shall be enrolled in the AB 340 provided for SAFETY OPTION PLAN TWO (2.7% at 57) (Government Code section 7522.25(e), with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

- C. For employees hired prior to July 1, 1989, upon service retirement, the employees accumulated holiday comp. and vacation accrual accounts shall be cashed out at the employees forty (40) hour equivalent rate of pay. (i.e. utilizing sick, vacation and/or comp time).
- D. Employees who retire after July 18, 2000 shall be eligible for a medical insurance premium supplement. Said supplement shall be in the following amount:
1. For service retirement at age fifty (50), or disability retirement (no age restriction) with a minimum of ten (10) years of service with the City of Hermosa Beach said supplement shall be \$150 per month.
 2. For service retirement at age fifty (50), or disability retirement (no age restriction) with a minimum of twenty (20) years of service with the City of Hermosa Beach said supplement shall be \$350 per month

ARTICLE 43 – UNIFORM ALLOWANCE

All permanent personnel covered by this Agreement shall be authorized a yearly maintenance and replacement uniform allowance in the amount of \$600 per year.

ARTICLE 44 – LIFE INSURANCE

All employees covered by the Agreement to be provided Life Insurance in the amount of \$70,000 at City expense.

ARTICLE 45 – SALARY CONTINUANCE

- A. All employees covered by this Agreement shall be required to be covered under the LTD plan. This coverage is provided through the Firefighters Association.
- B. An employee utilizing the LTD plan shall accrue vacation, sick leave, holiday comp. and allowances only during that period of their leave that they are receiving pay (i.e. utilizing sick, vacation and /or comp time).

ARTICLE 46 – SELECTION OF IOD DOCTOR OR FACILITY

It is understood that the City will provide medical facilities to be used for industrial accidents or illness. However, in the event that the Association members covered by the MOU wish to grieve the City's selection, the City will give due consideration to the facts presented and select a new facility based on all facts presented if necessary. This provision in no manner is intended to waive or abrogate employees Workers' Compensation rights under the under the California Labor Code.

Employees may designate a personal physician to provide treatment in the event of a workers' compensation injury or illness. A pre-designation form entitled, "PERSONAL PHYSICIAN PRE-DESIGNATION FORM FOR WORK RELATED INJURIES" must be completed in order to designate a physician. This two-page form is available in the Personnel Department and must be signed by the employee AND their personal physician and returned to the Personnel Department BEFORE an injury occurs in order to be valid.

ARTICLE 47 – CONSTANT MANNING

- A. The term "constant manning" refers to procedures established to ensure that fire suppression staffing levels are maintained at a predetermined number of personnel. A predetermined number of personnel is established by the number of currently authorized Fire Department positions and by the organizational assignment of personnel. The Association and the City agree that for and during the term of this agreement the established staffing level shall be a minimum of five (5) persons per shift and an agreed upon goal of six (6) per shift.
- B. City and Association agree to meet and confer should the financial position of the City improve to the extent that would allow a return to a minimum staffing of six (6) per shift.

ARTICLE 48 – PROBATIONARY PERIOD

Original and promotional appointments to the Fire Department shall serve a probationary period of twelve (12) months. Probationary periods may be extended for a period not to exceed six (6) months.

ARTICLE 49 – WORK STOPPAGE PROHIBITION

A. Prohibited Conduct:

1. The Association, its officers, agents, representatives, and members, agree that, during the term if this Memorandum of Understanding or any agreed upon extensions of the MOU, they will not call or engage in any strike, walkout, work stoppage, sick-out, blue flu, concerted withholding of services by employees represented by the Association, disruption of City services, or honor any job action by any other employee or group action by any other employee or group of employees of the City or any union or association of employees by withholding or refusing to perform services; provided, however, that by executing this agreement, neither the Association nor any of its members waive their rights (1) under Section 6300 et. seq. of the California Labor Code to refuse to work under unsafe conditions and (2) under the United States and California Constitutions to exercise their rights of freedom of speech, assembly, and association such as by engaging in lawful informational picketing.
2. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited above, the Association shall immediately instruct, in writing, any persons engaging in such conduct that their actions are in violation of this Memorandum of Understanding and are unlawful, and that they must immediately cease such conduct and return to work.
3. In the event that the Association carries out in good faith its responsibilities set forth in Paragraph 2 above, it shall not be liable for the actions of any individual who participates in conduct prohibited by Paragraph 1 above. Any employee, who participates in any conduct prohibited above and violates any other City Rule or Regulation, shall be subject to disciplinary action including termination by the City. This shall not abrogate the right of any employee to receive all due process guaranteed to him or her in procedures relating to disciplinary action.

ARTICLE 50 – AUXILIARY FIREFIGHTERS

No member of the auxiliary/reserve/paid call firefighters or other such volunteer program firefighters will be used to replace regular employees in the Fire Department in overtime situations. However, in the event there are no regular, full-time firefighters available, the City, upon notification to the Association, and approved by same, may use auxiliary/reserve/paid call personnel in overtime situations in order to maintain the proper minimum manning level.

ARTICLE 51 – GRIEVANCE PROCEDURES

A. Purpose of Grievance Procedures:

1. To promote improved employer-employee relations by establishing procedures on matters.
2. To provide that grievances shall be settled as near as possible to the point of origin.
3. To provide that the grievance procedures shall be as informal as possible.

B. A Grievance shall be defined as a controversy between the City and the Association or an employee or employees covered by this Agreement. Such controversy must pertain to any of the following:

1. Any matter involving the application of any provision of this Agreement; or
2. Any matter involving the violations of any provision of intent of this Agreement; or
3. Any matter that affects the working conditions of the employee or the application of all rules, regulations, policies and/or laws affecting the employees covered by this Agreement.

C. Disciplinary actions shall not be appealed under the provisions of this section.

D. There shall be earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

STEP 1.

An employee's Grievance must be submitted in writing by the employee, fully stating the facts surrounding the Grievance and detailing the specific provisions of this Agreement alleged to have been violated, signed, and dated by the employee and presented to his first line supervisor immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the Grievance or fifteen (15) calendar days after he could have been reasonably expected to have had knowledge. The supervisor will give his answer to the employee by the end of the tenth (10) calendar day following the presentation of the grievance and the giving of such answer will terminate Step 1.

STEP 2.

If the grievance is not settled in Step 1, the grievance will be presented to the Fire Chief (or in the case where the Fire Chief responded at step 1, to the City Manager, or his designee) within ten (10) calendar days after termination of Step 1. A meeting with the employee, Association Officer, and Fire Chief (or City Manager or his designee), will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within fifteen (15) calendar

days from the date the grievance is received by the Fire Chief (or City Manager/designee). The Chief (City Manager/designee) may invite other members of management to be present at such meeting. The Chief (City Manager/designee) will give a written reply by the end of the tenth (10) calendar day following the date of the meeting, and the giving of such reply will terminate Step 2.

STEP 3.

If the grievance is not settled in Step 2, the Association Representative shall, within seven (7) calendar days after the termination of Step 2, arrange for a meeting with the City Manager to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within ten (10) calendar days from the date of the grievance is referred to Step 3. A decision shall be rendered within ten (10) calendar days from the date of such meeting. The decision shall be in writing.

- E. Time limits as set forth above may be extended by mutual agreement between the parties but neither party shall be required to do so.
- F. In the event that the Association calls witnesses that must be excused from work, the City agrees to excuse same in paid status.
- G. The parties agree that in the event the member or the Association fail to comply with the time limits contained herein, such failure constitutes a waiver of right to prosecute the grievance; it is further agreed that in the event the City or its representatives fail to comply with the prescribed time limits, such failure constitutes an agreement to concur with the grievant's position and remedy. It is not intended that the grievance procedure be used to effect changes in the established salary and fringe benefits.

ARTICLE 52 – ARBITRATION

- A. Grievances which are not settled pursuant to the grievance procedure herein and which either party desires to contest further, shall be submitted to arbitration as provided in this Article provided however, that said request for Arbitration shall be made within twenty (20) days of the conclusion of Step 3 of the Grievance procedure.
- B. As soon as possible and in any event not later than fourteen (14) calendar days after either party received written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said fourteen (14) calendar days, an arbitrator shall be selected from a list of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.
- C. Either the City or the Association may call any employee as a witness, and the employer agrees to release said witness from work if he is on duty. If an employee witness is called by the City, the City will reimburse him for time lost; if called by the Association, the Association may pay the expense.

- D. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon evidence and arguments presented to him by the respective parties in the presence of each other.
- E. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties in dispute.
- F. The mutual decision of the parties and/or the arbitrator in any dispute shall be the final and binding decision on all parties and there shall not be any appeal to another board, authority, commission and/or agency for it is the intent of this Agreement to supplant the Civil Service (Personnel Board) hearing and appeal system with the provisions of this Agreement.
- G. The Arbitrator may hear and determine only one grievance at a time without the expressed agreement of the City and the Association. The parties shall share equally the expense of the cost of the arbitration, with the exception of counsel's fees.

ARTICLE 53 – PRODUCTIVITY

The City and the Association mutually agree to continually seek means of increasing productivity in the Fire service.

ARTICLE 54 – COMPENSATION

A. Methods of Compensation:

- 1. Compensation shall be determined on an hourly basis.
- 2. Payments due shall be paid on a bimonthly basis unless otherwise mutually agreed. By mutual consent early payments and other modifications can be made.
- 3. Base hourly salary shall be considered at the regular rate of pay for a particular classification without consideration of any other form of compensation.
- 4. No employees may take time off from normal working hours for the purpose of depositing a pay check.
- 5. Employees are encouraged to utilize the City's ability to "Direct Deposit" paychecks to the bank or credit union of the employee's choice.

B. Salary Advancements Within Base Pay Range

- 1. Salary ranges are established to provide fair compensation to each classification. Initial appointment shall be made at the minimum step within a particular range, but the City Manager may approve a higher starting step.

C. Step Advancement:

1. All salary advancement shall be based on merit and fitness. All increases shall be recommended by the Department Head and approved by the Human Resources Manager/Director.
2. Merit increases shall be effective at the beginning of the next pay period following the effective date (1st or 16th of the month).

D. Promotion:

1. An employee who is promoted to a position in a class with a higher salary rate shall be entitled to the lowest step in the higher range which exceeds the present rate of pay with the intent of increasing the base salary by at least 5.0%.

ARTICLE 55 – BASE MONTHLY SALARY

- A. Effective July 1, 2015, base monthly salaries for the represented classifications are as follows: (Reflects a base increase of 5%)

	1	2	3	4	5	6	7
FIRE CAPTAIN	7913	8313	8731	9164	9624	10105	
ENGINEER	5875	6171	6476	6801	7141	7497	
PARAMEDIC	5677	5962	6260	6574	6899	7243	7497
FIREFIGHTER	4910	5155	5411	5685	5970	6268	

B. Initial Appointment

For entry-level Firefighters who are not academy graduates, the initial appointment shall be at Step 1.

For Firefighters who have completed the fire academy, the initial appointment shall be at Step 2.

For entry-level Paramedic who are not fire academy graduates, the initial appointment shall be at Step1.

For Paramedics who have completed the fire academy, the initial appointment shall be at Step 2.

ARTICLE 56 – PERFORMANCE REVIEW

Upon completion of probation, each employee shall thereafter be reviewed annually; said review to be constructive in nature and designed to point out areas of both strength and weakness, methods of improvement, etc.

ARTICLE 57 – PHYSICAL FITNESS PROGRAM

- A. Effective July 1, 1989, the City and Association adopt a Physical Fitness Policy and Incentive Program as described in the attached Exhibit A.
- B. Fitness evaluations shall be conducted biannually during the months of October and May. Monetary payments shall be made in accordance with the provisions of section 704.08 of the Incentive Program.
- C. Association members who wish to participate in the Physical Fitness Incentive Program shall be allowed two (2) hours during their shift (including prep and clean-up) to participate in physical fitness activities.
- D. Members must complete each of the fitness components to be eligible for the incentive payment.
- E. CITY and ASSOCIATION agree to meet and confer during the term of this agreement regarding modification to the fitness, measurement and scoring components of the Program. No modification to the program shall be effective unless approved in writing by both CITY and ASSOCIATION.

ARTICLE 58 – LAYOFF

The City and the Association acknowledge Section 2-76.200 of the Hermosa Beach Municipal Code, as currently enacted, as the governing provision regarding layoff. However, the City and the Association further agree that, prior to implementation of any such layoff, discussions shall be held to explore other alternatives, mitigation's, etc.

ARTICLE 59 – EMPLOYER-EMPLOYEE RELATIONS SESSIONS

In the interest of fostering and continuing a spirit and atmosphere of harmonious employer-employee relationships, it is agreed that the Association Board of Directors shall meet quarterly with the Fire Chief and biannually with the City Manager; there shall be no less than two (2) Board members present for each such meeting.

ARTICLE 60 – JURY DUTY

Jury Duty shall be handled as outlined in Administrative Memorandum P15. The policy states that an employee is entitled to be paid for jury service. Employees should refer to P15 for further details.

ARTICLE 61 – LONGEVITY PAY

Upon completion of the 5th year of service with the City of Hermosa Beach, employees shall receive a longevity premium of 3.1% of base monthly pay.

Upon completion of the 15th year of service with the City of Hermosa Beach, employees shall receive a longevity premium of 5% of base monthly pay.

Upon completion of the 25th year of service with the City of Hermosa Beach, employees shall receive an additional longevity premium of 5% of base monthly pay.

ARTICLE 62 – MILITARY LEAVE

Pursuant to governing State and Federal law, employees covered by this Agreement will be granted Military Leave.

ARTICLE 63 – DISCIPLINE, SUSPENSION, DISCHARGE

City and Association understand the value of progressive discipline. City will therefore endeavor to incorporate that procedure in its disciplinary policy. In that regard, City will endeavor to adhere to the following guideline re implementing progressive disciplinary procedures:

1. Verbal warning(s) which are to be formally logged;
2. Written reprimand(s);
3. Suspension(s);
4. Demotion/Reduction in pay;
5. Termination

ARTICLE 64 – APPEAL OF DISCIPLINE

- A. Verbal warnings may not be appealed. In the case of a written reprimand, the employee reprimanded may request the issuer's immediate superior to review the action. Said request shall be made within ten (10) calendar days of the date of the action.
- B. Suspension, Demotion, Reduction-in-Pay, and Termination:

Step I.

Following notice of intent of disciplinary action, a meeting between the Fire Chief, other management representatives, the affected employee and representatives of his choice, may be held within ten (10) calendar days to discuss the discipline. Following that meeting, the Fire Chief will issue a ruling within seven (7) calendar days and may uphold, modify, reduce or rescind the proposed disciplinary action. Any proposed disciplinary action shall be initiated following the conclusion of Step I. The issuance of the Chief's ruling shall conclude Step I.

Step II.

If the matter is not resolved at Step I, the employee may within seven (7) calendar days file a written appeal with the City Manager. The City Manager (or his designee) shall arrange a meeting with the employee and his representative to be held within ten (10) calendar days from the date the appeal is received.

The City Manager may invite other members of the management team to be present at that meeting. Following the meeting the City Manager (or his designee)

shall render a decision within ten (10) calendar days. The issuance of the decision concludes Step II.

Step III.

If the matter is not resolved at Step II, the employee may, within ten (10) calendar days of the conclusion of Step II, request a hearing pursuant to Section 2.76.160/2.76.180 of the Hermosa Beach City Code. Such request shall be delivered in writing to the Human Resources Manager/Director / Officer.

- C. Time limits as set forth above for each of the steps may be extended by mutual agreement between the parties, but neither party shall be required to so agree.

ARTICLE 65 – EXIGENCY

- A. Notwithstanding the terms described in this MOU, the parties acknowledge the obligation of the City Council to insure the financial integrity of City Government.
- B. Accordingly, Association agrees to meet and confer upon request of the City to discuss MOU modifications should:
 - 1. New State or Local Initiatives(s),
 - 2. New Federal mandate(s), or
 - 3. State or Federal Judicial ruling(s) be implemented whereby said action increases City's MOU costs or otherwise precludes operation of any portion of this MOU.
- C. It is acknowledged that no such MOU change can occur without acceptance by City and Association.

ARTICLE 66 – WAIVER OF BARGAINING

The Parties acknowledge that during the negotiation which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Parties of this Agreement concur that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time that they negotiated or signed this Agreement.

ARTICLE 67 – PROVISION EFFECTIVE

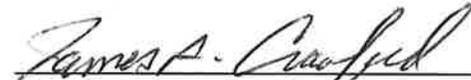
The provisions of the Memorandum of Understanding shall be effective commencing July 1, 2015, and shall govern until June 30, 2016.

ARTICLE 68 – EXECUTION

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all preliminary negotiations of whatever kind or nature are merged herein. The parties hereto have caused this Memorandum of Understanding to be executed this 28th day of December, 2015.

HERMOSA BEACH FIRE ASSOCIATION

CITY OF HERMOSA BEACH


James Crawford, Fire Captain


Thomas Bakaly, City Manager


Aaron Marks, Fire Engineer


Viki Copeland, Finance Director


Steven Ramirez, Paramedic


Vanessa Godinez, HR Manager


Robert A. Blackwood, Interim Assistant to the City Manager

704.00 PHYSICAL FITNESS POLICY AND INCENTIVE PROGRAM

704.01 There is no substitute for physical fitness. If, for no other reason, all members of the Hermosa Beach Fire Department should maintain good physical condition so that they can handle the physical and mental demands that are required of them.

704.02 It is essential to the effectiveness and state of readiness of the department that all firefighters maintain a high degree of physical fitness. By doing so, the firefighter will not only display a better public image and be physically able to perform his duty but will feel better and be less prone to injury and illness.

704.03 Time and time again, a firefighter is faced with situations that make demands on his physical capabilities. In certain instances, physical fitness often spells the difference between success and failure-even life and death. The firefighter who is incapable of meeting these demands is not prepared to adequately discharge the duties entrusted to him. It is not unusual for firefighters to be called upon or have occasion to remove or lift injured persons; push a motor vehicle, remove debris from the roadway; climb stairs, ladders, trees, and steep embankments; crawl through attics, and under houses; carry heavy equipment; pull and carry fire hose; sit or stand for long periods of time or run for safety to name just a few. It's all part of the job.

704.04 Regardless of rank or assignment in the department all firefighters may be required to respond to any incident occurring in the city at any time of day and on short notice. Therefore all firefighters should maintain a satisfactory level of physical readiness and fitness.

704.05 A firefighter is considered to be in satisfactory physical condition when he possesses an efficient cardiovascular respiratory system (good aerobic quality), moderate to low levels of body fat, and adequate levels of muscular strength, flexibility, and endurance. A firefighter who has these components is capable of professionally performing daily assignments without undue risk of injury or fatigue and possesses enough reserve energy to address recreational and other personal needs.

704.06 A fitness evaluation will be administered bi-annually to every firefighter who wishes to participate in the fitness incentive program in order to measure the fitness level and condition of the firefighter. Monetary incentive will be paid according to the scale listed in 704.08

704.07 The fitness evaluation will be administered by designated personnel with the assistance of the firefighter's immediate supervisor. The fitness evaluation will consist of eight (8) items as follows:

- a) Resting heart rate
- b) Resting blood pressure
- c) Body fat assessment

- d) Three minute step test recovery
- e) 1.5 mile run/walk
- f) Flexibility (sit/reach)
- g) Sit-ups
- h) Push-ups

704.08 Scoring of the fitness evaluation for purposes of monetary incentive and compensation will be as follows (note, payments are one lump sum on the next pay period following the test):

Outstanding	33-40	\$300
Above Average	25-32	\$250
Satisfactory	17-24	\$200

705.00 DESCRIPTION OF THE PHYSICAL FITNESS TEST FOR FIREFIGHTERS

705.01 RESTING HEART RATE: A resting pulse rate of above 75 for men and above 80 for women is considered above the average. This is a simple measure of how many times per minute the heart beats while the body is at rest. The following is a chart showing the score for the resting heart rate:

Age Group	Score	Resting Heart Rate	
		Males	Females
20 to 59	5	≤ 60	≤ 65
	4	61-67	66-72
	3	68-73	73-78
	2	74-79	79-84
	1	≥ 80	≥ 85

705.02 RESTING BLOOD PRESSURE: Blood pressure measures the amount of force the blood exerts outward against the inner walls of the arteries. High blood pressure reading is often correlated with coronary heart disease. The following chart broken down by age groups will be used to determine the score for the resting blood pressure:

Age Group	Score	Resting Blood Pressure			
		Males		Females	
		Systolic	Diastolic	Systolic	Diastolic
20 to 29	5	≤ 112	≤ 72	≤ 100	≤ 68
	4	113-118	73-76	101-110	69-72
	3	119-122	77-80	111-116	73-76
	2	123-130	81-84	117-120	77-80
	1	≥ 131	≥ 85	≥ 121	≥ 81

Age Group	Score	Resting Blood Pressure			
		Males		Females	
		Systolic	Diastolic	Systolic	Diastolic
30	5	≤ 110	≤ 74	≤ 104	≤ 70
	4	111-120	78-78	105-110	71-74
to	3	121-124	79-80	111-118	75-80
	2	125-132	81-88	119-122	81-82
39	1	≥ 133	≥ 89	≥ 123	≥ 83

Age Group	Score	Resting Blood Pressure			
		Males		Females	
		Systolic	Diastolic	Systolic	Diastolic
40	5	≤ 111	≤ 75	≤ 105	≤ 70
	4	112-120	77-80	106-112	71-74
to	3	121-126	81-84	113-118	75-80
	2	127-136	85-90	119-126	81-82
49	1	≥ 137	≥ 91	≥ 127	≥ 83

Age Group	Score	Resting Blood Pressure			
		Males		Females	
		Systolic	Diastolic	Systolic	Diastolic
50	5	≤ 116	≤ 78	≤ 110	≤ 70
	4	117-122	79-80	111-120	71-78
to	3	123-130	81-86	121-126	79-82
	2	131-140	87-90	127-140	83-90
59	1	≥ 141	≥ 91	≥ 141	≥ 91

705.03 **BODY FAT ASSESSMENT:** This assessment is performed using calipers or under water weighing and measures the percent of body fat relative to total body mass. The following charts will be used to determine the score for the body fat assessment:

Age Group	Score	Percent Body Fat	
		Males	Females
20	5	≤ 11.9	≤ 15.0
	4	12.0-16.1	15.1-20.0
to	3	16.2-20.0	20.1-24.6
	2	20.1-25.4	24.7-30.3
29	1	≥ 25.5	≥ 30.4

Age Group	Score	Percent Body Fat	
		Males	Females
30	5	≤ 14.9	≤ 16.8
	4	15.0-18.6	16.9-21.1
to	3	18.7-21.8	21.2-25.0
	2	21.9-25.9	25.1-30.6
39	1	≥ 26.0	≥ 30.7

Age Group	Score	Percent Body Fat	
		Males	Females
40	5	≤ 16.7	≤ 19.9
	4	16.8-20.4	20.0-24.1
to	3	20.5-23.4	24.2-27.5
	2	23.5-27.2	27.6-31.5
49	1	≥ 27.3	≥ 31.6

Age Group	Score	Percent Body Fat	
		Males	Females
50	5	≤ 18.1	≤ 23.1
	4	18.2-21.7	23.2-27.3
to	3	21.8-24.7	27.4-30.7
	2	24.8-28.3	30.8-34.9
59	1	≥ 28.4	≥ 35.0

705.04 **THREE-MINUTE STEP TEST:** This test will be performed using a bench 16 inches high and a metronome of 96 beats per minute. Prior to the commencement of the test, the firefighter's resting pulse rate will be taken while seated. On command, the firefighter will step up and down from the bench, keeping cadence with the metronome. At the end of 3 minutes of exercise the firefighter will stop, sit down and the pulse will be taken immediately. After a period of three minutes rest, the firefighter's pulse will be taken. If the firefighter's pulse has not dropped sufficiently, further examination may be necessary prior to allowing the firefighter to continue with the testing events. The following chart will be utilized in determining the score allowed for the 3 minute step test:

Age Group	Score	3-Min Step Test (Heart Rate)			
		Males		Females	
		Immediate	After 3-Min	Immediate	After 3-Min
20	5	≤ 119	≤ 75	≤ 125	≤ 80
	4	120-129	76-84	126-135	81-89
to	3	130-144	85-93	136-150	90-98
	2	145-159	94-105	151-164	99-110
59	1	≥ 160	≥ 106	≥ 165	≥ 111

705.05

FLEXIBILITY (SIT/REACH): Flexibility may be defined as the range of motion in a single joint or in a group of joints. There is no known test that measures the flexibility of all the joints but the sit and reach test will measure the all-important elastic ability of the lower back and hip areas. Additionally, the elastic ability of the muscles located in the back of the legs and in the trunk is measured. The following chart will be used to score the flexibility phase of the physical test:

Age Group	Score	Flexibility (Sit/Reach)	
		Males	Females
20	5	≥ 15.75	≥ 16.50
	4	14.00-15.50	14.75-16.25
to	3	12.00-13.75	12.75-14.50
	2	10.50-11.75	10.75-12.50
29	1	≤ 10.25	≤ 10.50

Age Group	Score	Flexibility (Sit/Reach)	
		Males	Females
30	5	≥ 15.75	≥ 16.50
	4	14.00-15.50	14.75-16.25
to	3	12.00-13.75	12.75-14.50
	2	10.50-11.75	10.75-12.50
39	1	≤ 10.25	≤ 10.50

Age Group	Score	Flexibility (Sit/Reach)	
		Males	Females
40	5	≥ 15.50	≥ 16.25
	4	13.75-15.25	14.50-16.00
to	3	11.75-13.50	12.50-14.25
	2	10.25-11.50	10.50-12.25
49	1	≤ 10.00	≤ 10.25

Age Group	Score	Flexibility (Sit/Reach)	
		Males	Females
50	5	≥ 15.25	>16.00
	4	13.50-15.00	14.25-15.75
to	3	11.50-13.25	12.25-14.00
	2	10.00-11.25	10.25-12.00
59	1	≤ 9.75	≤ 10.00

705.06

SIT-UPS: This test measures muscular endurance in the abdominal muscle group, an area of great concern to the sedentary individual. Muscular endurance is the ability of the muscles to contract repeatedly for a particular amount of time. Much evidence exists of the correlation between poor abdominal muscle development, excessive fat tissue and lower back problems. In this test, the firefighter starts by lying on his back, fingers interlaced behind the head, knees bent and heels flat on the floor with a partner holding the feet securely. On command the firefighter performs as many correct sit-ups as possible in 1 minute. The following chart will be used to score the sit-up phase of the physical fitness test:

Age Group	Score	Sit-Ups (1-Min)
		Males/Females
20 to 29	5	≥52
	4	44-51
	3	35-43
	2	24-34
	1	0-23

Age Group	Score	Sit-Ups (1-Min)
		Males/Females
30 to 39	5	≥50
	4	42-49
	3	32-41
	2	21-31
	1	0-20

Age Group	Score	Sit-Ups (1-Min)
		Males/Females
40 to 49	5	≥47
	4	39-46
	3	28-38
	2	17-27
	1	0-16

Age Group	Score	Sit-Ups (1-Min)
		Males/Females
50 to 59	5	≥44
	4	36-43
	3	24-35
	2	13-23
	1	0-12

705.07

PUSH-UPS: This test also measures muscle endurance and a low level of muscle endurance indicates inefficiency in movement and a poor capacity to perform work. This test measures mainly the muscles of both the chest and upper arm. Male firefighters start from a front leaning rest position with the toes and hands touching the floor. Female firefighters start from a front leaning rest position with the knees and hands touching the floor. The firefighter begins by lowering his body toward the floor so as to bring the shoulders even with or below the level of the elbow. He then pushes up so the elbows lock out and immediately thereafter proceeds to repeat the exercise. The total number of correctly performed push-ups is recorded. The following chart will be utilized to score the push-up event:

Age Group	Score	Push-Ups (Max #)	
		Males	Females
20 to 29	5	≥ 40	≥25
	4	34-39	20-24
	3	27-33	14-19
	2	21-26	9-13
	1	0-20	0-8

Age Group	Score	Push-Ups (Max #)	
		Males	Females
30 to 39	5	≥ 37	≥23
	4	31-36	18-22
	3	24-30	12-17
	2	18-23	7-11
	1	0-17	0-6

Age Group	Score	Push-Ups (Max #)	
		Males	Females
40 to 49	5	≥ 34	≥18
	4	28-33	14-17
	3	21-27	9-13
	2	15-20	5-8
	1	0-14	0-4

Age Group	Score	Push-Ups (Max #)	
		Males	Females
50 to 59	5	≥ 30	≥14
	4	24-29	10-13
	3	17-23	6-9
	2	11-16	3-5
	1	0-10	0-2

705.08

1.5 MILE RUN/WALK: This test is an excellent indication of the condition of the heart and lungs as it measures one's aerobic capacity or the ability of the heart and lungs to utilize oxygen. Should the results of the resting pulse rate, blood pressure or step test be above acceptable ranges, the firefighter will be excluded from participation in the 1.5-mile run/walk. Scoring of this event will be in accordance with the below listed chart:

Age Group	Score	1.5 Mile Walk/Run	
		Males	Females
20 to 29	5	≤ 11:29	≤ 13:39
	4	11:30-12:09	13:40-15:09
	3	12:10-13:24	15:10-15:54
	2	13:25-14:29	15:55-17:54
	1	≥ 14:30	≥ 17:55

Age Group	Score	1.5 Mile Walk/Run	
		Males	Females
30 to 39	5	≤ 11:49	≤ 13:54
	4	11:50-12:54	13:55-15:14
	3	12:55-13:44	15:15-16:04
	2	13:45-14:44	16:05-18:24
	1	≥ 14:45	≥ 18:25

Age Group	Score	1.5 Mile Walk/Run	
		Males	Females
40 to 49	5	≤ 12:04	≤ 15:09
	4	12:05-13:24	15:10-16:04
	3	13:25-14:14	16:05-17:54
	2	14:15-15:19	17:55-19:29
	1	≥ 15:20	≥ 19:30

Age Group	Score	1.5 Mile Walk/Run	
		Males	Females
50 to 59	5	≤ 12:54	≤ 15:44
	4	12:55-14:04	15:45-17:29
	3	14:05-15:09	17:30-18:54
	2	15:15-16:04	18:55-20:29
	1	≥ 16:05	≥ 20:30

**SIDE LETTER OF AGREEMENT NUMBER ONE BETWEEN THE CITY
OF HERMOSA BEACH AND HERMOSA BEACH FIREFIGHTERS
ASSOCIATION REGARDING PROVIDING A 10% PREMIUM FOR THE
CLASSIFICATION OF FIRE CAPTAIN**

This agreement is made and entered into on the 22 day of March, 2016, by and between CITY OF HERMOSA BEACH (hereinafter "CITY") and HERMOSA BEACH FIREFIGHTERS ASSOCIATION (hereinafter "ASSOCIATION"). The purpose of this agreement is to establish the criteria for which individuals in the classification of Fire Captain are eligible for ten-percent (10%) premium pay for SPECIAL ASSIGNMENT PAY as approved by the City Council as part of the FY 2015-2016 budget. The CITY and ASSOCIATION agree as follows:

Effective July 1, 2015, Article 26 of the Memorandum of Understanding between the City of Hermosa Beach and the Firefighters Association shall be amended to add the following section:

**ARTICLE 26 – EDUCATIONAL INCENTIVE, EMERGENCY MEDICAL
TECHNICIAN PAY, PARAMEDIC PAY, SPECIAL ASSIGNMENT
PAY**

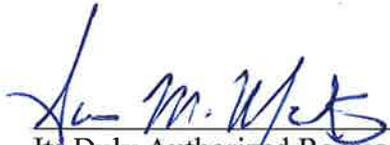
G. FIRE STAFF PREMIUM – Individuals in the classification of Fire Captain shall be eligible for a ten percent (10%) premium per month when routinely and consistently assigned to perform the following administrative duties:

- Responsibility for the coordination of repair and maintenance of apparatus and equipment;
- Coordination and management of daily, monthly and quarterly apparatus maintenance records;
- Coordination of buildings-structural and buildings-furnishings procurement, maintenance, and repairs;
- Coordination of procurement and management of janitorial supplies;
- Coordination and management of Hazard Communication Plan;
- Coordination or procurement and maintenance of communications equipment, such as radios, cell phones and headsets;
- Coordination of fire hydrant inspections;
- Coordination of procurement and management of small fire-related equipment such as axes, saws, hand tools, nozzles, smoke ejectors, etc.;
- Coordination of procurement/maintenance/repair of equipment considered "attached" to apparatus, such as hose, emergency lighting, ladders, foam, etc.;
- Coordination of procurement and management of shop tools;
- Coordination and management of appropriated equipment inventories;
- Coordination of procurement and management of personnel safety equipment, uniforms, and physical fitness clothing.

This premium shall continue through the term of this Memorandum of Understanding and is based on the need for the above noted Fire Staff assignments due to the current organizational structure of the Department. Association and City agree that intention of this 10% premium is for duties performed above and beyond those duties normally assigned as a Fire Captain, and that any one of the above duties by itself does not meet the threshold of the 10% premium, but the intention of the premium is to compensate Fire Captains for a combination of duties as determined by the Fire Chief.

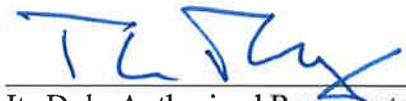
All other terms and conditions of the 2015-2016 memorandum of understanding between the City of Hermosa Beach and the Firefighters Association shall remain unchanged.

HERMOSA BEACH FIREFIGHTERS
ASSOCIATION LOCAL 3371



Its Duly Authorized Representative

CITY OF HERMOSA BEACH



Its Duly Authorized Representative

**SIDE LETTER OF AGREEMENT NUMBER TWO BETWEEN THE CITY
OF HERMOSA BEACH AND HERMOSA BEACH FIREFIGHTERS
ASSOCIATION REGARDING AMENDING ARTICLE 26 OF THE 2015-
2016 MEMORANDUM OF UNDERSTANDING**

This agreement is made and entered into on the 22 day of March, 2016, by and between CITY OF HERMOSA BEACH (hereinafter "CITY") and HERMOSA BEACH FIREFIGHTERS ASSOCIATION (hereinafter "ASSOCIATION"). The CITY and ASSOCIATION agree as follows:

Effective July 1, 2015, Article 26 of the Memorandum of Understanding between the City of Hermosa Beach and the Firefighters Association shall be amended to read as follows:

**ARTICLE 26 – EDUCATIONAL INCENTIVE, EMERGENCY MEDICAL
TECHNICIAN PAY, PARAMEDIC PAY, SPECIAL ASSIGNMENT
PAY**

- A. For employee hired prior to July 1, 2015, in recognition of formal educational, vocational and technical training the City agrees to the following incentive program for all Fire Department employees covered by this MOU:

5% additional compensation over base salary for 15 completed educational units or a degree from an accredited college or university;

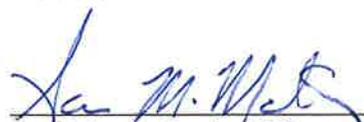
OR

10% additional compensation over base salary for:
Minimum Units/Degree 30 45 AA/AS BA/BS Masters

For employees hired on or after July 1, 2015, educational incentive shall be as follows: 5% over base salary for an Associate's Degree; 10% over base salary for a Bachelor's Degree.

All other terms and conditions of the 2015-2016 memorandum of understanding between the City of Hermosa Beach and the Firefighters Association shall remain unchanged.

HERMOSA BEACH FIREFIGHTERS
ASSOCIATION LOCAL 3371



Its Duly Authorized Representative

CITY OF HERMOSA BEACH



Its Duly Authorized Representative