MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF LONG BEACH

and

THE LONG BEACH FIREFIGHTERS ASSOCIATION LOCAL 372

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

OCTOBER 1, 2025 – SEPTEMBER 30, 2028

Approved by City Council on November 11, 2025

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ARTICLE ONE

MEMORANDUM OF UNDERSTANDING

Section I - Parties to Memorandum of Understanding

This Memorandum of Understanding (MOU or Agreement) is made and entered into by and between the City of Long Beach, a Municipal Corporation ("City") and the Long Beach Firefighters Association ("Association") pursuant to Government Code 3500 et. seq.

Section II - Recognition

The City of Long Beach recognizes the Long Beach Firefighters Association, Local 372 of the International Association of Fire Fighters, as the recognized bargaining agent for employees identified in the classifications referred to in Appendix A of the attachments which are incorporated herein and shall become a part of this memorandum of understanding.

The City of Long Beach shall herein be referred to as the "City" or, alternatively, as "Management", either term to be used as interchangeable to describe the City of Long Beach.

The Long Beach Firefighters Association, Local 372 of the International Association of Fire Fighters, shall hereinafter be referred to as the "Association".

Section III - Purpose

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between the City and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this MOU; and to set forth the understanding of the parties reached as a result of good faith negotiations.

Section IV - Association Rights and Responsibilities

A. Dues and Benefit Deductions Program

During the term of this Agreement, upon receipt of an executed voluntary written authorization, the City shall deduct Association dues and benefit program premiums from the pay of employees represented by the Association. The form for this purpose shall be provided by the City and the amounts to be deducted for union dues shall be certified to the City by the appropriate Association official. For such purposes, the City shall charge the Association five and one-half cents ($.055) per deduction.

The Association hereby agrees to indemnify and hold harmless the City for any loss or damages, claims or causes of action, arising from the operation of this provision

of the Agreement. It is also agreed that neither any employee nor the Association shall have any claim for error against the City for any deductions made or not made, as the case may be.

B. Association Representation Responsibilities

The Association has the duty to fairly represent all members of the bargaining units, accordingly, the Association agrees and shall assume its responsibilities as recognized designated representative to represent all unit employees without discrimination, interference, restraint or coercion.

C. Board Member List

A current list of board members, including names and classifications, shall be submitted to the Director of Human Resources. Any changes on this Board shall be submitted, with the same required information as stated above, to the Director of Human Resources as soon as possible.

D. Association President Full-Time Union Release

The City shall authorize the Association President full-time union release from their regularly scheduled duties. During the full-time union release, the Association President will not be permitted nor expected to perform regularly scheduled shifts, overtime or mandatory overtime.

1. Compensation and benefits shall be equal to the total base rate of pay, per the City's published salary schedule, for the classification that the Association President held prior to the union leave of absence, as well any regularly scheduled adjustments made through the collective bargaining process.
2. Compensation shall include retirement fund contributions required of the public employer as an employer. The Association President shall earn full-service credit during the release time and both the City and the Association President shall pay the required contributions to CalPERS consistent with this MOU.
3. The union release time for the Association President shall be reported and compensated pursuant to California Government Code 3558.8.
4. The union and President acknowledge that any special compensation item paid to the President and reported to CalPERS while serving in the President's normal job duties will not be reportable to CalPERS as special compensation during the time the President is on full time release, except for any education and/or longevity pay the President qualifies to receive.
5. Duties of the Association President that may require attention, including a potential physical response, beyond normal working hours include, but are not limited to:

- Engaging with Department leadership, City officials or other elected officials and representatives regarding emergent policy matters.
- Coordinating and providing legally required member representation during Department investigations, whether criminal, civil or administrative.
- Coordinating and providing representation and support services to represented employees involved in significant critical incidents.
- Organizing and delivering timely support services to represented members or their families during emergency situations.
- Coordinating and providing resources during other crisis events related to the health and wellness of firefighters.

6. As compensation for these responsibilities, the Association President will receive 14 hours of regular pay per week at the straight time rate for being on standby. This standby pay will not be reported as pensionable compensation to CalPERS. If this pay is determined to be pensionable by CalPERS at any time, the City will engage the Association to discuss and subsequently report this compensation.
7. To this end, effective the first full pay period after City Council adoption, beginning on September 20, 2025, and every pay period that includes March 1st thereafter, the City shall reduce the in-lieu holiday hours from employees in classifications represented by the Association for the calendar year.

   a. The prorated reduction of in-lieu holiday hours for the period between September 20, 2025 and December 31, 2025 will be as follows:
      i. Employees on a platoon schedule – 3.7 In-Lieu Holiday Hours
      ii. Employees on a daylight schedule – 3.0 In-Lieu Holiday Hours

   b. The reduction of hours for March 1, 2026 will be as follows:
      i. Employees on a platoon schedule – 13.1 In-Lieu Holiday Hours
      ii. Employees on a daylight schedule – 10.9 In-Lieu Holiday Hours

   c. The City will re-calculate recovery of the costs for salary and benefits for the Association President on an annual basis and notify the union regarding the amount of in-lieu holiday hours to be deducted in the following year.
   d. If a permanent full-time employee starts in the middle of a calendar year, the reduction of the in-lieu holiday hours shall not occur until the following pay period that includes March 1st of the next calendar year.
   e. This reduction of in-lieu holiday hours shall apply to the following employees represented by the Association:
      - Firefighter
      - Fire Engineer

- Fire Boat Pilot
- Fire Captain
- Battalion Chief

8. In the event the Association President is promoted, the Association President shall serve the entirety of the required probationary period associated with promotion upon completion of the Full Time Release.

9. Indemnity
    a. The union shall indemnify and hold harmless the City of Long Beach, its officers and employees, from and against any and all damage to property or injuries to or death of any person or persons, including property and employees or agents of the City of Long Beach, and shall defend, indemnify and hold harmless the City of Long Beach, its officers and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including but not limited to Workers' Compensation claims, resulting from or arising out of the negligent acts, errors, or omissions, or arising out of the intentional or malicious acts of the Union President, including reasonable attorneys' fees and costs incurred by the City.
    b. The obligation to indemnify and hold the City harmless provided in this section shall extend to employment claims, lawsuits, causes of action, etc., brought by the Association President related to their activities on union release time, including but not limited to, overtime pay, overtime premium and associated liquidated damages or penalties.
    c. The union shall be responsible to monitor the hours worked by the Union on union leave of absence and shall pay any overtime wages and/or overtime premium owed to the Association President while on a union leave of absence.

Section V - City Obligations and Responsibilities

A. City Obligations

The City reserves and retains, solely and exclusively, all rights of management which have not been expressly abridged by a specific provision of the Agreement and all of its common-law rights to manage the City, as such rights existed prior to the execution of this or any previous Agreement with the Association. The sole and exclusive rights of the Fire Chief, subject to limitations of the City Charter and Municipal Code, to manage the Fire Department, which are not abridged by this Agreement, shall include the right to direct the working forces; to plan, direct and control all the operations and services of the Fire Department; to determine the methods, means, or organization and number of personnel by which such operations and services are to be conducted; to supervise, hire, promote, transfer, assign and schedule employees; to discipline, suspend, discharge or lay off employees for lack of work or because of budgetary reductions; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities and to take all necessary actions to carry out its purposes and functions in declared emergencies.

The exercise of these rights does not preclude the Association from consulting about the impact of these decisions on wages, hours and other terms and conditions of employment.

B. Definition of City Obligations

The intention of the parties to this Agreement is that the contractual attempt to define City obligations does not and is in no way intended to diminish the rights of the Association and its members under applicable state or federal law.

Section VI - Strikes and Lockouts

For the duration of this Agreement the City agrees not to lock out employees represented by the Association and the Association agrees to adhere to the provisions of California Labor Code Section 1962, which prohibits Firefighters from participating in a strike or to recognize a picket line of a labor organization while in the course of performing their official duties.

ARTICLE TWO

SALARIES AND COMPENSATION

Section I - Listing of Positions and Rates of Pay

A. General Salary Increases:

The classifications and rates of pay for positions in this unit for the term of the Agreement (October 1, 2025 through September 30, 2028) are set forth in the Salary Schedule. The Salary Schedule will be amended to provide for salary increases for all represented employees in the pay period that include the following dates:

1. Effective on the first pay period beginning November 15, 2025 or the first full pay period following City Council adoption, whichever comes later, all bargaining unit members shall receive a two percent (2.0%) increase to the base hourly rate.

2. Effective the first day of the first full pay period beginning October 3, 2026, all bargaining unit members shall receive a three percent (3.0%) increase to the base hourly rate.

3. Effective the first day of the first full pay period beginning October 2, 2027, all bargaining unit members shall receive a four percent (4.0%) increase to the base hourly rate.

The parties agree to re-open the MOU, at the City's option, if the City determines that it is facing a fiscal hardship such that the City Council adopts a measure to utilize Measure B "rainy day" funds. "Fiscal hardship" is defined in City of Long Beach Municipal Code Section 3.94.030.C. Any changes to the MOU as a result of this reopener will be based on mutual agreement.

B. One Time Non-Pensionable Payment

Effective the pay period beginning November 29, 2025, the City will provide a one-time, non-pensionable payment of two hundred eighty-five dollars ($285.00) to FFA represented employees who are employed as of the date the payment is issued.

Section II – Longevity Pay

A. The City shall provide longevity pay as compensation on an hourly basis to all full-time bargaining unit members under the following conditions:

1. Five percent (5%) of top step Firefighter base hourly rate for ten (10) years but less than fifteen 15 years of service as a Firefighter with the City of Long Beach.

2. Ten percent (10%) of top step Firefighter base hourly rate for fifteen (15) years or more but less than 20 years of service as a Firefighter with the City of Long Beach.

3. Fifteen percent (15%) of top step Firefighter base hourly rate for twenty (20) years or more of service as a Firefighter with the City of Long Beach.

4. Bargaining unit members who have prior firefighting experience as full- time career sworn firefighters equivalent to that of the classifications in this bargaining unit, are eligible for credit for longevity pay, as described in paragraphs (1), (2), and (3) above, for each full month worked. Credit will be given for prior experience as a firefighter with the State of California, a California city or county fire department or fire protection district, or other firefighting experience as determined by the Fire Chief to be equivalent. Additionally, the City agrees that full-time service by an employee with the City of Long Beach in a capacity other than as a Firefighter shall constitute service credit in determining eligibility for Longevity Pay under this Article Two, Section II.

5. A bargaining unit member who seeks credit for prior firefighting experience with another Fire Department pursuant to the provisions of subparagraph (4) shall present the documentation establishing that prior experience to the Fire Chief prior to submitting any request to the City for additional Longevity Pay that is based in whole or in part upon this prior experience. The resulting Longevity Pay to which that individual is entitled will commence with the first full pay period after the Fire Chief determines that the experience is equivalent.

Section III – Skill Pay

The classification and rates of Skill Pay for positions in this unit are set forth in Appendix D.

Section IV - Education Pay

The classification and rates of Education Pay for positions in this unit are set forth in Appendix D.

Section V – Certification Pay

A. For Firefighter, Fire Engineer, Fire Boat Pilot, when possessing a certificate in USAR, HAZMAT, ARFF, Fire Prevention, or Fire Boat Operations, will receive an additional hourly amount equal to four and a half (4.5%) percent of the top step Firefighter base hourly rate for the first certificate.

   1. When possessing more than one eligible certification, as listed above, each additional certification (max of two total) will receive an additional hourly amount equal to one and a half (1.5%) percent of the top step Firefighter base hourly rate for the second certificate.
      a. 766 – First Certificate: USAR, HAZMAT, ARFF, Fire Prevention, or Fire Boat Operations- 4.5% percent of the top step Firefighter base hourly rate.

b. 767 – Second Certificate: USAR, HAZMAT, ARFF, Fire Prevention, or Fire Boat Operations- 1.5% percent of the top step Firefighter base hourly rate.

B. For Fire Captain when possessing a certificate for USAR, HAZMAT, ARFF, Fire Prevention, Fire Boat Operations, Public Information Officer, Public Education, Instructor/Training (Fire Instructor II), and Rescue Boat Captain will receive an additional base hourly amount equal to four and a half (4.5%) percent of the top step Firefighter base hourly rate for the first certificate.

1. When possessing more than one eligible certification, as listed above, each additional certification (max of two total) will receive an additional hourly amount equal to one and a half (1.5%) percent of the top step Firefighter base hourly rate for the second certificate.

a. 766 – First Certificate: USAR, HAZMAT, ARFF, Fire Prevention, Fire Boat Operations, Public Information Officer, Public Education, Instructor/Training (Fire Instructor II), and Rescue Boat Captain - 4.5% percent of the top step Firefighter base hourly rate.

b. 767 – Second Certificate: USAR, HAZMAT, ARFF, Fire Prevention, Fire Boat Operations, Public Information Officer, Public Education, Instructor/Training (Fire Instructor II), and Rescue Boat Captain - 1.5% percent of the top step Firefighter base hourly rate.

C. Fire Captain, Firefighter, Fire Engineer, Fire Boat Pilot that are assigned to one of the following program stations: Arson, USAR, HAZMAT, ARFF, Fire Prevention, Fire Boat Operations, Public Information Officer, Public Education, and Instructor/Training (Fire Instructor II) will be eligible to receive pay for a max of one certification. Eligible employees will receive an additional hourly amount equal to one and a half (1.5%) percent of the top step Firefighter base hourly rate.

1. 769 – USAR, HAZMAT, ARFF, Fire Prevention, Fire Boat Operations, Public Information Officer, Instructor/Training (Fire Instructor II)- 1.5% percent of the top step Firefighter base hourly rate

D. For Battalion Chief, when possessing a certificate for Strike Team Leader, USAR, HAZMAT, and ARFF will receive an additional hourly amount equal to 1.5% of the top step Firefighter base hourly rate.

1. 767 – Certificate: 1.5% percent of the top step Firefighter base hourly rate.

Section VI – Bilingual Pay

Bilingual pay will be available to all classifications covered by this agreement who are certified by the Department of Human Resources as having oral bilingual skills of a language predominantly spoken by the residents of the City of Long Beach, and who interact with the public on a regular and frequent basis which is defined as either the majority of their shift or those who are first line emergency responders, will receive $1.20/hour. Eligible languages include Spanish, Khmer, Tagalog, Vietnamese, Samoan, American Sign Language, or other languages designated by the City Manager. Bilingual pay for American Sign Language will only be paid to members who physically interact with the public in person through face-to-face communications.

Bilingual pay shall also be paid on a per diem basis to those who are certified by the Department of Human Resources and use said bilingual skills of a language deemed necessary by the City Manager and the Fire Chief on an as-needed basis.

Section VII – Entry Step for Fire Recruit

While in the Recruit Academy, Fire Recruits shall receive a salary that is ten percent (10%) below Step 1 of Firefighter. Upon being sworn in as a Firefighter, the Fire Recruit will be placed at Step 1 of the salary range for Firefighter.

Section VIII – 56-Hour Equivalent

The 56-Hour equivalent pay rate per hour for Fire Department safety personnel assigned to platoon duty shall be determined by dividing the biweekly pay rate established for each position including skill and incentive pay rates, if applicable, by one hundred and twelve (112).

ARTICLE THREE

PAID TIME BENEFITS

Section I – Vacation Accrual Maximum

Daylight Schedule

Service Years Completed	Hours Accrued per pay period	Annual Accrual	Vacation Maximum Accrual	Temp. Vacation Maximum Accrual
Upon hire through 4 years, 5 months	3.70	96.2	288.6	384.8
4 years, 6 months through 11 years, 5 months	4.62	120.1	360.4	480.5
11 years, 6 months through 13 years, 5 months	4.93	128.2	384.5	512.7
13 years, 6 months through 17 years, 5 months	5.24	136.2	408.7	545.0
17 years, 6 months through 18 years, 5 months	5.54	144.0	432.1	576.2
18 years, 6 months through 19 years, 5 months	5.85	152.1	456.3	608.4
19 years, 6 months or more	6.16	160.2	480.5	640.6

Platoon Schedule

Service Years Completed	Hours Accrued per pay period	Annual Accrual	Vacation Maximum Accrual	Temp. Vacation Maximum Accrual
Upon hire through 4 years, 5 months	5.55	144.0	439.9	577.2
4 years, 6 months through 11 years, 5 months	6.93	180.0	540.5	720.7
11 years, 6 months through 13 years, 5 months	7.39	192.0	576.4	768.6
13 years, 6 months through 17 years, 5 months	7.86	204.0	613.1	817.4
17 years, 6 months through 18 years, 5 months	8.31	216.0	648.2	864.2
18 years, 6 months through 19 years, 5 months	8.77	228.0	684.1	912.1
19 years, 6 months or more	9.24	240.0	720.7	961.0

A. New permanent full-time or permanent part-time employees may utilize accrued vacation hours upon completing six (6) months of employment.

B. Upon reaching the maximum accrual, employees will cease earning vacation until use of

vacation brings the accrual below the maximum.

C. Employees will not be allowed to have negative vacation hours.

D. The use of vacation hours is subject to supervisor/department head approval per the current Salary Resolution, Personnel Ordinance, and Department policies.

E. Upon separation of employment or death, employees or their beneficiary will be paid for all accrued and unused vacation with their final paycheck, at the adjusted hourly rate of pay.

F. In response to the COVID – 19 pandemic, the City has extended the temporary Vacation Accrual Maximum two (2) additional years to expire on January 7, 2027. This extension only applied to vacation accruals and will revert to a three (3) year maximum effective January 8, 2027.

G. Time above accrual maximum on January 8, 2027: Employees over the three (3) year accrual maximum on January 8, 2027 will not accrue any additional vacation leave until their accruals fall below their three (3) year accrual maximum.

Section II - Holidays

A. City observed Holidays:

1. New Year's Day - January 1
2. Martin Luther King Day - Third Monday in January
3. Washington's Birthday - Third Monday in February
4. Memorial Day - Last Monday in May
5. Juneteenth Day – June 19
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Election Day – First Tuesday after November 1
9. Thanksgiving - Fourth Thursday in November
10. Day after Thanksgiving – Friday after Thanksgiving Day
11. Christmas - December 25
12. Personal Holiday Leave (4 days)

Also included is, every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday.

In no instance will employees receive more than the aforementioned fifteen (15) holidays per calendar year unless authorized or approved by the President, Governor or City Council, as indicated in this section. However, in the event the State Legislature and/or the City Council establish a Cesar Chavez holiday, the number of holidays per calendar will remain the same. The total number of holidays will not change.

B. Personal Holidays

For covered employees, on a regular holiday schedule, four (4) personal holidays will be credited in the first pay period that begins in January. Employees hired after January 1st will be credited with 1.24 personal holiday hours for each full pay period of paid time. Any unpaid time off will result in a reduced accrual amount. Thereafter, employees shall receive four (4) personal holidays in the first accrual pay period in January.

Employees who leave the City having taken/not taken their personal holiday leave prior to earning it, will have their separation pay debited/credited proportionately.

Section III – In Lieu Holiday Accrual

Employees hired after the first accrual period of the year will be credited with in lieu holiday hours for each full pay period of paid time. Thereafter, each January, they shall be advanced in lieu holiday hours in accordance with specific in lieu schedules listed below in the charts.

The advanced in-lieu holiday hours may be used upon receipt; however, the hours will need to be accrued each pay period throughout the year. Employees who leave the city having taken in-lieu holiday leave prior to accruing it, will have their separation pay debited proportionately. Conversely, employees having accrued in-lieu holiday hours that are unused upon separation shall have their final pay credited proportionately.

Use of in lieu holiday leave is subject to supervisor and/or department head approval. In-lieu /personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.

A. All employees on an in lieu holiday schedule will be advanced fifteen (15) eight-hour in lieu holidays (120 hours total) on the first accrual period of January of each year. The advanced in-lieu holiday hours will be accrued at the rate of 4.62 hours per full pay period of paid time. The in-lieu holiday accrual is capped at two hundred and forty (240) hours. Should an employee be at the accrual maximum, no additional in lieu hours will resume accruing until the next pay period in which accrual balance is below two hundred and forty (240) hours.

In Lieu Holiday Hours	In Lieu Holiday Hours Advanced (Start of Year)	Hours Accrued per pay period	In Lieu Holiday Maximum Accrual
Regular/Other Schedule	120.0	4.62	240.0

B. All employees on a four-ten (4/10) schedule will receive fifteen (15) ten-hour in lieu holidays (150 hours total) on the first accrual period of January of each year. The in-lieu holiday accrual is capped at three hundred (300) hours. Should an employee be at the accrual maximum, no hours will accrue until the next pay period in which accrual balance is below three hundred (300) hours.

In Lieu Holiday Hours	In Lieu Holiday Hours Advanced (Start of Year)	Hours Accrued per pay period	In Lieu Holiday Maximum Accrual
4/10 Schedule	150.0	5.77	300.0

C. All employees on a platoon (24-hour) schedule will receive fifteen (15) twelve-hour in lieu holidays (180 hours total) on the first pay period of January of each year. The in- lieu holiday accrual is capped at three-hundred and sixty (360) hours. Should an employee be at the accrual maximum, no hours will accrue until the next pay period in which accrual balance is below three-hundred and sixty (360) hours.

In Lieu Holiday Hours	In Lieu Holiday Hours Advanced (Start of Year)	Hours Accrued per pay period	In Lieu Holiday Maximum Accrual
Platoon Schedule	180.0	6.93	360.0

D. Employees on any of the above in lieu holiday accrual schedules do not qualify for simultaneous personal holiday accruals.

Section IV – Sick Leave

A. Sick Leave Accruals

1. Permanent Full-Time Employees

It is agreed that permanent full-time employees covered by this MOU will be entitled to earn sick leave as follows:

Schedule type	Hours Accrued per pay period	Annual Accrual
Other Work Schedule	3.70 hours	96
4/10 Work Schedule	4.62 hours	120
Platoon Schedule	5.55 hours	144

2. Permanent Part- Time Employees

Sick leave accruals for Permanent Part-Time Employees are based on hours worked and the hours accrued per pay period listed above (Ex. number of paid scheduled hours divided by 80 hours worked and multiplied by the accrual rate based on the employees work schedule).

B. Seasonal and Temporary Non-Career Employees

Seasonal and Temporary Non-Career employees will be advanced 48 hours of paid sick leave per calendar year. Newly hired Seasonal and Temporary Non-Career employees will be able to use the full amount of their Sick Leave on the 90th day of

employment, and in subsequent years of employment they shall be credited Sick Leave at the beginning of the calendar year. Unused Sick Leave will not carryover from one year to the next.

C. Permanent Full-Time, Permanent Part-Time and Seasonal and Temporary Non-Career Employees are entitled to use any available Sick Leave hours for diagnosis, care or treatment of a health condition, or for an employee who is the victim of violence (i.e. domestic violence, sexual assault or stalking), or can be used to cover absences taken for doctor or dental appointments, bereavement leave, reproductive loss leave or to care for an eligible family member's illness, or a 'designated person', as defined by state and/or federal law.

D. Permanent Full-Time, Permanent Part-Time and Seasonal and Temporary Non-Career employees may not be terminated or retaliated against for using or requesting the use of issued paid sick leave.

Section V - Bereavement Leave

A. All employees who have been employed for at least 30 days before the leave commences, are eligible for up to five (5) days of unpaid bereavement leave for the death or critical illness (where death appears imminent) of such employee's immediate family member.

B. An immediate family member shall be defined as the employee's: spouse, child, parent including in loco parentis, sibling, parents or siblings of spouse/domestic partner, grandparent, grandchildren, stepchildren, stepparents, step siblings, foster child or domestic partner as defined by State law.

C. An employee requesting bereavement leave due to death or critical illness of an immediate family member, may be required by the department's Administrative Officer to provide documentation of the death or critical illness of a family member within 30 days of the first day of leave. Documentation includes, but is not limited to, a death certificate, medical documentation (for critical illness, where death appears imminent), a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

D. Bereavement leave must be taken within three (3) months of immediate family member death, and the leave does not have to be taken consecutively.

E. Permanent Full-time and Permanent Part-time employees shall be eligible for up to five (5) paid Bereavement Leave (BL) days per occurrence (eligible family member death or critical illness where death appears imminent), with a maximum of three (3) paid occurrences in a calendar year (up to 15 maximum paid days).

1. Permanent Full-Time and Permanent Part-Time Employees may use any other accrued leave for additional occurrences of bereavement leave for death or critical illness (where death appears imminent), including Sick Leave, Vacation, Personal, or In-Lieu Holiday, etc.

2. Employees with insufficient accrued leave for use in conjunction with Bereavement Leave can take unpaid Authorized Leave (AL).

F. Seasonal and Temporary Non-Career Employees may use available Sick Leave accruals to compensate their bereavement leave.

    1. Employees with insufficient Sick Leave accruals can take unpaid leave (AL).

G. Any paid (BL, SF, VA/HL/IH, etc.) or unpaid (AL) absence related to bereavement leave (including absences for critical illness where death appears imminent) shall be coded on timecards using tracking code, BA.

Section VI – Paid Parental Leave

The City provides Parental Leave at 100 percent of salary, for the birth, adoption or foster placement of a child, regardless of the gender, marital status or sexual orientation of the parent. Paid Parental Leave may be taken at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.

The leave must be taken in full workday increments, and within one year of the date of birth/placement of the child. This type of absence is not charged against the employee's leave credits.

A. Purpose/Objective

All full-time employees eligible for City health benefits are eligible for Paid Parental Leave, for up to one hundred sixty (160) hours or one hundred ninety-two (192) hours for employees on a platoon schedule taken intermittently or consecutively, at the employee's discretion, concurrently with FMLA/CFRA/PDL, as applicable, in the twelve-month period following the birth of a child, adoption of a child, or placement of a foster child in their home. Employees will be afforded the same level of benefit continuation for the period of time that the employee is on Paid Parental Leave as if the employee was on active work status.

The purpose of Paid Parental Leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child.

B. Eligibility

- Permanent Full-time employees eligible for City health benefits; AND
- Employees that have completed six months of full-time City service; AND
- Employees who are the parent of a newborn child; OR
- Employees who have adopted a child or who have had a foster child placed in their home (in either case, the child must be age seventeen (17) or younger).
- This benefit shall apply to life events occurring after the effective date of the Paid Parental Leave program.

C. Amount, Time Frame and Duration

- Employees will be eligible for up to one hundred sixty (160 hours) or one hundred ninety-two (192) hours for employees on a platoon schedule of Paid Parental Leave at the employee's adjusted hourly rate of pay.
- Paid Parental Leave will be taken as one hundred sixty hours (160) or one hundred ninety-two (192) hours for employees on a platoon schedule intermittently or consecutively, at the employee's discretion, concurrently with FMLA/CFRA/PDL, as applicable.
- Paid Parental Leave will be paid on regularly scheduled pay dates.
- Approved Paid Parental Leave may start up to two weeks prior to and at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.
- The one hundred sixty (160) hours or one hundred ninety-two (192) hours for employees on a platoon schedule of paid parental leave will begin on the first day of paid parental leave used, and in no event shall exceed one hundred sixty (160) hours or one hundred ninety-two (192) hours for employees on a platoon schedule within a 12-month period.
- Paid Parental Leave may not be used or extended beyond this twelve-month time frame.
- The City will allow employees to take Paid Parental Leave only in the smallest increment equivalent to a one-day shift according to their regular work schedule (i.e., no partial days shall be taken under any circumstance).
- In no case will an employee receive more than one hundred sixty (160) hours or one hundred ninety-two (192) hours for employees on a platoon schedule of Paid Parental Leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month rolling time- frame.
- City employees who are co-parents with another City employee, will each have an individual right to paid Parental Leave.

D. Coordination with Other Policies

- Paid Parental Leave taken under this policy will run concurrently with leave under the FMLA, CFRA and PDL.
- If a City holiday occurs while the employee is on Paid Parental Leave, such day will be charged as holiday pay and will not be counted against the employee's one hundred sixty (160) hours or one hundred ninety-two (192) hours for employees on a platoon schedule of Paid Parental Leave.

E. Requests for Paid Parental Leave

- The employee must provide his or her supervisor and the Human Resources Department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).
- An employee who does not give 30 days' notice must explain why such notice was not practicable.
- The employee must complete the necessary Human Resource Department forms and provide all documentation as required by the Human Resource Department to substantiate the request.
- Employees may request to start their Paid Parental Leave up to two weeks prior to the birth/placement of the child.

The City has the exclusive right to interpret this policy.

The City retains the right to review the Paid Parental Leave program at the end of the contract term to evaluate the program impact on operations. The parties will agree to meet and discuss modifications to the program to address unforeseen fiscal and/or operational impacts.

Section VII - Jury Duty

Members of the bargaining unit will be limited to forty (40) hours of paid jury time each calendar year. Upon request, employees will be assigned to a day work schedule while on jury duty.

Section VIII – Time Off for Examinations

All members of the bargaining unit shall be provided release time for the purpose of taking qualifying examinations or promotional examinations which pertain to their position in the competitive service of the City and will not result in a loss of pay if the examination is scheduled during a member's regularly scheduled work hours.

Section IX – Military Leave

During the term of the Memorandum of Understanding (MOU), the City and the Long Beach Firefighters Association (LBFFA) agree to engage in further discussions regarding Military Leave with the mutual goal of updating the City's Military Leave policy. No changes to the current term and conditions of employment may be made during the term of this MOU without the mutual agreement of the Association and the City.

ARTICLE FOUR

HEALTH, DENTAL, VISION AND LIFE INSURANCE BENEFITS

Section I - Health, Dental, Vision, and Life Insurance

A. The City shall contribute by way of obligation for health, dental, vision, and life insurance benefits, the maximum amounts for tiered enrollment (single, two-party and family coverage) based on City Council approval of the annual Benefits Package, for employees in permanent full-time positions

Employees may change benefit coverage during open enrollment and/or during a qualifying life event. A change in benefit coverage may result in a change in the employee payroll deduction. The employee payroll deduction will be based on the City's annual rate schedule and will include any increases incurred up to the date of the change.

B. Effective every January 1st thereafter during the terms of the Agreement, increases in the costs for the health, dental, vision, and life insurance plans selected by employees shall be borne by the employee in the manner set forth below. The portion of this increase paid by the employee shall be added to the existing payroll deductions for that coverage, but will not exceed the following amounts:

1. Each January 1st thereafter during the term of this agreement, employees with single or two-party plan health coverage shall pay 30% of the increase or an additional $25 whichever is less, over the rates in effect in the prior year for the plan options selected.

2. Employees with family plan health coverage shall pay thirty percent (30%) of the increase or $30, whichever is less, over the rates in effect in the prior year for the plan options selected.

3. If the employee's portion is in excess of their cap ($25 for single or two-party coverage or $30 for family), the increase over the cap will be carried forward to the next year and added to the employee's portion of the next year's increase until the carryover amount is exhausted or the increase equals the cap, whichever is less.

The carryover of the remaining employee portion over the cap will continue forward each year, maintaining the respective caps, until the carryover amount is exhausted by adding it to the employee's portion.

These increases will be added to the previous payroll deduction for the coverage selected. The City shall pay the difference between the restructured cost and the employee contributions outlined above.

Section II– City Health Insurance Advisory Committee (HIAC)

Each year, a series of meetings are scheduled with the Health Insurance Advisory Committee (HIAC) to review the status, solvency and utilization of the health, dental, vision and life insurance plans. The Committee reviews plan costs and makes recommendations to the City Manager on plan changes, benefits levels and addition or deletion of plans.

The parties agree to work through the HIAC to mitigate employee benefit program cost increases for upcoming plan years. The Association shall maintain one (1) representative and identify one (1) alternate representative on the HIAC. The representative(s) shall be enrolled in one of the City's health insurance plans.

The HIAC will recommend to the City Manager the benefits for the various plans for the period January 1, 2026 through the term of this agreement. Every effort shall be made to have these recommendations to the City Manager annually by September 15th of each year. The City Manager will consider these recommendations prior to making their final recommendations to the City Council for any changes to plan design. If the City Manager's recommendations to the City Council differ from the recommendations received from the HIAC, the City Manager will advise the association of their recommendations in writing, at least seven (7) calendar days before they submit them to the City Council for approval.

Section III - Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents of a Retired Employee

The accumulated unused sick leave that has been designated for the continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized as payment of monthly premiums to continue enrollment in the City's health plan(s) for the spouse and/or eligible dependents providing:

A. The retired employee has an effective retirement date of July 1, 1983 or later; or

B. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premium payment shall continue until:

A. The spouse remarries.

B. A dependent child reaches age twenty-six (26) unless the child is considered a disabled dependent as recognized by the City's medical insurance carrier(s).

C. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier.

D. There is insufficient accumulated unused sick leave to pay the required monthly premium.

Section IV – Integral Part Trust (Post Employment Medical Benefits)

The City of Long Beach ("City") and the Long Beach Firefighters Association ("LBFFA") agree, in accordance with the Internal Revenue Service Private Letter Ruling (PLR-116685-99), to the establishment of a Post-Employment Medical Benefits Program for each represented member, through the establishment of an Integral Part Trust. The purpose of the trust is to provide for reimbursement of medical expenses incurred upon retirement from the City. Deposits into the account and subsequent withdrawals for medical expenses are governed by the Internal Revenue Code and IRS regulations.

Said Trust will be funded pursuant to this Section IV-Integral Part Trust (Post Employment Medical Benefits).

A. Upon retirement from the City, portions of the employee's accumulated sick leave, which have been exclusively designated for payment of health and/or dental, and vision insurance premiums in accordance with Personnel Ordinance Section 2.10, may be deposited in the employee's plan account in accordance with the following:

1. If an employee chooses to remain in the City's health insurance program, the following payments will be made within the first month after the employee's retirement and in January of each subsequent calendar year, from the employee's unused sick leave account, until the funds in the account are exhausted:

   a. The total amount of health and/or dental insurance premiums based on the employee's choice of City-provided plans will be paid from the employee's unused sick leave account.

   b. The City will deposit $1,200 per year, on a pre-tax basis, into the employee's plan account within the first month after the employee's retirement. The amounts will come from the employee's unused sick leave account.

2. Upon retirement from the City or any time thereafter, if an employee chooses to withdraw from the City's health, vision, and dental insurance programs, or at that time is not currently participating in these health programs, the City will make the following payments into the employee's Retiree Health Savings (RHS) account. These payments will come from the employee's unused sick leave account. The contribution into the RHS account will be made annually at the beginning of each calendar year. Payments will be made on a pre-tax basis.

For calendar year 2026 only, the City shall continue to contribute to the employee's plan account each calendar year of the contract. This amount was derived by adding the City's health insurance contribution on the beginning date of the contract plus $100 per month. These payments will come from the employee's unused sick leave account.

Beginning in calendar year 2027, the annual contribution amount will be based on the previous plan year's highest cost retiree health insurance plan. The amount will be derived by taking the monthly rate of the previous plan year's highest cost retiree health insurance plan and multiplying it by twelve (12).

An employee who retires in any month other than December will receive a prorated amount based on the number of full months remaining in the calendar year after their retirement date.

In no event will the City pay any amount which exceeds the cash equivalent value of the employee's unused sick leave hours at the employee's effective retirement date.

B. In accordance with current City policy, when a retiree withdraws from the City's health insurance program and is no longer participating as an employee or dependent, he/she will not be permitted to re-enroll at a later date.

C. Any represented employee who retires on or after December 1, 2001, will be eligible for the Integral Part Trust.

D. Effective October 3, 2026, FFA active members will make mandatory contributions to their RHS account of one and a half percent (1.5%) of their base pay in FY27 and three percent (3.0%) of their base pay in FY28.

E. The following will be appointed as trustees of the RHS plan: Director of Human Resources, City Treasurer and one (1) representative from the Long Beach Firefighters Association.

F. The parties agree and understand that the parameters of the program are subject to IRS rules and regulations.

Section V – Wellness Incentive Program

A. For the City's approved Fire Wellness Program, employees who have met the initial achievement benchmarks such as attending all lectures, completing blood draw, completing registration, completing all components of the Fitness Assessment Test and completing the Workout Log during the prior calendar year will receive $100 per month in the subsequent calendar year. Employees must requalify each year. This stipend

will also be considered part of the total compensation formula.

B. Employees who achieve the final achievement benchmarks of the agreed upon Wellness Program will receive an additional $100 per month. Employees must requalify each year meeting benchmarks in bloodwork, resting Blood Pressure, Flexibility, Muscular Fitness, Graded Exercise Test, and Longevity.

C. The maximum total wellness payment for any employee is $200 per month for meeting benchmarks in both initial achievement and final.

Section VI — Continuation of Health Insurance for Surviving Spouse

1. The City will deposit 2000 hours of Sick Leave into the deceased employees account for the purposes of providing a continuation of Health Insurance for the Surviving Spouse and/or eligible dependents if it is determined by a Workers' Compensation judgment that the deceased member's cause of death is deemed related to the member's employment.

2. Said premium payment shall continue until:

   a. The dependent child becomes 26 or opts out of the City health plan;

   b. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier;

   c. There is insufficient accumulated unused sick leave to pay the required monthly premium.

3. The benefits of this provision will be eligible only to the dependents of the deceased member at the time of his/her death.

ARTICLE FIVE

RETIREMENT

Section I – Retirement

A. For members of the bargaining unit employed in those classifications (other than Fire Recruit) set forth in Appendix A on the effective date of the Agreement, the City will continue to provide 3% at 50 pension benefits to Tier I and Tier II employees in accordance with the Public Employees' Retirement System contract in effect for each of these Tiers on the effective date of this agreement.

B. Employees hired between October 1, 2011 and December 31, 2012 shall be provided a retirement formula of 2.0 percent @ 50 (2.7 percent @ 55). These employees shall contribute from their annual salary an employee contribution of 9 percent to CalPERS. Final compensation for employees hired on or after October 1, 2011 will be calculated based on a three-year average.

C. Those employees hired on or after January 1, 2013 (PEPRA), who are new members to CalPERS shall receive the new retirement safety formula of 2.7 percent @ 57 in accordance with Government Code section 7522.04.

Section II - Cost Sharing by Classic CalPERS Members

Effective the first full pay period of FY 2023, Classic FFA safety employees will contribute three percent (3%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to California Government Code Section 20516 (f), This cost sharing contribution will be in addition to the nine percent (9%) statutory employee contribution already paid by the employee, and will increase the employee's contribution to a total of twelve percent (12%).

During the term of this MOU, the City shall initiate a CalPERS contract amendment, as soon as administratively possible to change the three percent (3%) cost sharing under Government Code section 20516 (f) described in the section above, to cost sharing of three percent (3%) of compensation earnable, pursuant to Government Code Section 20516 (a). The change to cost sharing under Government Code section 20516 (a) will be effective upon the conclusion by the City and CalPERS of the CalPERS contract amendment process. The total Classic member contribution shall remain at twelve percent (12%) of compensation earnable (9% statutory employee contribution plus 3%). However, in that event, the cost sharing contributions will not be credited to each member's account by CalPERS and will not be made on a pre-income tax basis, unless otherwise provided by law.

The CalPERS contract amendment process has an employee election requirement for this amendment. Following the adoption of a Resolution of Intention for the contract amendment, CalPERS will conduct a secret ballot election as required by applicable law

prior to approving the CalPERS contract amendment.

If the employees vote in favor of the employee contribution rate change and Cal PERS approves the amendment, then as a result of the change to Government Code section 20516(f) cost sharing, prospective employee cost sharing contributions will be credited to each member's account as normal member contributions.

In the event employees do not vote in favor of the CalPERS contract amendment contribution rate change during the secret ballot election or if for some other reason CalPERS will not approve the contract amendment, Classic members will continue paying the three percent (3%) of compensation earnable toward the employer's contribution rate, as cost sharing pursuant to Government Code section 20516(a). However, in that event, the cost sharing contributions will not be credited to each member's account by CalPERS and will not be made on a pre-income tax basis, unless otherwise provided by law.

The employee cost sharing contributions will be made on a pre-income tax basis as allowed under Internal Revenue Service Code Section 414(h)(2) or as otherwise provided by law.

It is the intention of the parties that the Classic member cost sharing contributions shall continue beyond the term of this MOU, and until otherwise amended through the normal collective bargaining process.

The Long Beach Firefighter Association acknowledges and agrees that if this MOU expires without a successor MOU in place, the cost sharing contributions shall continue in the same manner as they were prior to expiration of the MOU.

If, for any reason, the cost sharing provisions of this MOU are not enforceable, whether by operation of law, a ruling by a court or administrative proceeding, or otherwise, the parties agree to re-open the MOU solely to collectively bargain over the effects of this change.

Because Classic CalPERS members have voluntarily agreed to contribute an additional three (3) percent toward the City’s pension costs, both parties agree that members have reached the maximum employee contribution of 12 percent allowed under Government Code Section 20516.5(b). Both parties agree that imposition of any additional member contribution is not currently permitted, as specified in Government Code section 20516.5(c).

ARTICLE SIX

OTHER BENEFITS AND CONDITIONS

Section I - Uniform

A. All uniform items shall be issued or replaced at the discretion of the Fire Chief or their designee on a fair wear and tear basis.

B. Members of the bargaining unit that are identified as “Classic members” through CalPERS membership shall have the amount of $3.85 reported each pay period as uniform allowance. Uniform allowance is defined as compensation paid or the monetary value for the purchase, replacement, maintenance and/or rental of required City uniforms

Section II - Stand-by Pay

A. Employees who are released from active duty but who are required by the Fire Chief to leave notice where they can be reached and be available to return to active duty when required by the Department, shall be said to be on standby duty.

B. Standby duty requires that employees so assigned shall be ready to respond within 30 minutes, be reached by telephone or other communicating devices, and refrain from activities which might impair their ability to perform assigned duties.

C. Standby duty shall receive one (1) hour of straight-time pay for each day so assigned.

Section III – Certification

In accordance with the approved Table of Organization (TO) (organizational structure) in the Long Beach Fire Department, the City agrees that a vacancy in a rated position shall be deemed to exist upon the last physical on duty day of the terminating employee. If a vacancy exists in the approved Fire Department TO, a requisition shall be submitted to the Department of Human Resources. Appointment from the list of names provided by the Department of Human Resources will be in accordance with Civil Service Rules. When the number of vacant positions listed on the requisition are filled, the requisition shall be returned to the appropriate department for filing.

Section IV - Union Time Off

During the term of this Agreement, the union is permitted to use an aggregate of 1,000 hours per fiscal year for the purpose of conducting business which is strictly associated and connected with the local Firefighter Association. All authorizations are to be made in advance in writing to the Fire Chief, stating the purpose of the release and the time needed. Strict departmental records will be maintained on the utilization of all such hours. In addition to the 1,000 hours of release time allotted to the Association, bargaining unit

members may volunteer hours from their individual accumulated unpaid holiday or banked overtime to be used by the Association for the purpose of conducting business associated with and connected with the Firefighter Association. Donated hours will be carried over continuously and shall be subject to the same authorization and controls set forth in the preceding paragraph above.

Section V – Court Appearances (Subpoenas)

A. All court subpoenas shall be directed to Headquarters. Members shall comply with all subpoenas. Any member receiving a subpoena, other than through Headquarters, shall immediately notify Headquarters and have the subpoena duplicated and logged. Failure to do this will result in the member answering the subpoena on his/her own time without pay.

B. When a subpoena is delivered to an individual at a station or Bureau, Headquarters must be notified at once, and a copy forwarded.

C. Payroll requires a white overtime card be submitted whenever an employee answers an “On Call“ or “Court Appearance” subpoena off duty. Employees shall mark the appropriate box, CT On-Call or CT Appearance, on the overtime card and write the case number and case name in the comment section.

D. Court time is paid as follows:

1. Court on Call:

   a. 1 hour in the morning from 0930 to 1230.
   b. 1 hour in the afternoon from 1330 to 1630.

2. Court Appearance: Employees appearing in court in the AM or PM will be paid three (3) hours of overtime. However, employees appearing in the AM and held over to the PM will be paid three (3) hours for the AM plus ½ hour or hours actually worked, whichever is greater for the PM appearance.

   Time will be paid at time and one-half, however, show only the actual time on your time card (Payroll will compound hours when card is processed).

E. For Orange and Los Angeles Counties, employees will also be credited with driving time from the Fire Department Headquarters to the court of appearance. For appearances, out of the Los Angeles or Orange Counties, the Manager of Administration will review travel arrangements and approve compensation for travel and court time in advance.

F. Court time is a reimbursable cost from the State, so accurate time records are essential.

Section VI – Post-Accident Drug and Alcohol Testing Program

The City and the Long Beach Firefighters Association (LBFFA) agree to implement a post-accident drug and alcohol-testing program for all members of the association. The following substances shall be included in the drug and alcohol screen:

-Alcohol
-Amphetamines
-Barbiturates
-Benzodiazepines
-Cocaine
-Marijuana
-Methadone
-Methaqualone
-Opiates
-PCP

Employees shall be required to submit to drug and alcohol testing within two hours after they have been involved in a vehicular accident of any kind in which their vehicle was in motion and that requires the completion of a Fire Department Vehicle Accident Report (FR-304) and/or a City of Long Beach Employee Vehicle Accident Report (SF-309).

Tests shall be conducted at collection sites approved by the City's Medical Review Officer (MRO) and shall be conducted in accordance with DOT approved standards. Drug tests shall be conducted at NIDA approved laboratories.

Employees who test positive for any drug shall have the right, within 72 hours, to request a retest of the sample. Such a retest shall be at the employee's own expense. If the retest of the split sample produces a negative result, the entire test shall be considered negative and the employee will be reimbursed for the cost of the retest.

Employees who test positive for drugs, and/or whose breath alcohol concentration is .04 or greater shall be immediately removed from the workplace, shall be mandatorily referred to EAP, and shall be subject to disciplinary action. An employee who has a breath alcohol concentration of .039 or less shall be immediately removed from the workplace, on his/her own time, and mandatorily referred to EAP. The Fire Chief shall initiate an investigation into the circumstances surrounding the accident, and based on the findings of the investigation, shall retain the discretion to impose disciplinary action.

An employee's refusal to submit to a drug or alcohol test shall be construed as a positive test.

Participants in this program shall continue to be subject to all other citywide or departmental drug and alcohol programs in place. Nothing in this program is intended to restrict the discretion of the Fire Chief from taking actions appropriate for violations of other policies or practices currently in place.

ARTICLE SEVEN

GRIEVANCE PROCEDURE

Section I – Definition

A. A grievance is a complaint by the Association or one or more employees concerning the application or interpretation of the specific provisions of this MOU, the Personnel Ordinance, Salary Resolution, written departmental rules and regulations, and policies and procedures manual(s) governing personnel practices or working conditions between the City and the Association.

B. Matters excluded from consideration under the grievance procedure include the following:

1. Position classification and grade designations;

2. Items otherwise expressly excluded under this MOU;

3. Nothing in this procedure shall be deemed to supersede the authority of the Civil Service Rules and Regulations.

C. If an employee alleges that his/her rights protected by Title VII of the Civil Rights Act are being violated, the resolution of such complaint may only be pursued through the Equal Employment Opportunity Office or appropriate quasi-judicial agency.

Section II – Grievance Presentation

Employees shall have the right to present their own grievance or do so through their Association representative(s). Grievances may also be presented by a group of employees or by the Association. Grievances filed by the Association will be filed with the Fire Chief who will have the sole discretion to determine at which level the grievance will first be heard.

Section III – Informal Procedure

A complaint shall be presented by the employee to the immediate supervisor within fifteen (15) calendar days after the employee becomes aware or reasonably should have become aware of the subject matter of the grievance.

Within fifteen (15) calendar days of the discussion with the employee, the supervisor shall schedule a meeting and/or respond verbally or in writing to the employee's complaint.

Section IV – Formal Grievance Form

All formal grievances shall be processed on standard forms provided by the Department of Human Resources. The following information shall be provided on every formal grievance form submitted by an employee and/or Association Representative:

A. Name(s) of grievant(s);

B. Brief explanation of the specific nature of the grievance;

C. Time and place of its occurrence, if known;

D. State the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policies and procedures manuals, if applicable, which have been violated, misinterpreted or misapplied;

E. Person(s) contacted at the informal stage;

F. Statement of the corrective action desired.

Section V – Formal Procedure

A. Step One – Battalion Chief

Within fifteen (15) calendar days of the supervisor's response or lack of response at the informal step, the employee, if dissatisfied, may submit a formal written grievance to the Battalion Chief.

Within fifteen (15) calendar days, the Battalion Chief shall schedule a meeting and/or provide a written response to the employee.

B. Step Two – Assistant Chief/Deputy Chief

Within fifteen (15) calendar days of the response from step one, the employee, if dissatisfied, may submit to the Assistant Chief/Deputy Chief a copy of the formal written grievance, including the step one response.

Within fifteen (15) calendar days, the Assistant Chief/Deputy Chief shall schedule a meeting and/or provide a written response to the employee.

C. Step Three – Fire Chief or Designee

Within fifteen (15) calendar days of the response from step two, the employee, if dissatisfied, may submit to the Fire Chief or designee a copy of the formal written grievance including the step two response.

Within fifteen (15) calendar days, the Fire Chief or designee shall schedule a meeting and/or provide a written response to the employee.

D. Step Four – Human Resources or Designee

Within fifteen (15) calendar days of the response from step three the employee, if dissatisfied, may submit to the Director of Human Resources or designee a copy of the formal written grievance including the step three response.

Within fifteen (15) calendar days, the Director of Human Resources or designee shall schedule a meeting and/or provide a written response to the employee.

E. Step Five – City Manager or Designee

Within fifteen (15) calendar days of the response from step four the employee, if dissatisfied, may submit to the City Manager or designee a copy of the formal written grievance including the step four response.

Within fifteen (15) calendar days, the City Manager or designee shall schedule a meeting and/or provide a written response to the employee.

F. Step Six – Arbitration

If the City Manager does not satisfactorily dispose of the complaint, the Association or employee may, within fifteen (15) calendar days, request that the matter be submitted to arbitration. The person designated by the Department of Human Resources shall meet with the Association representative or employee to determine what issue(s) the Association or employee desires to submit to arbitration. If agreement is reached, such agreement shall be reduced to writing and submitted to the arbitrator. If parties cannot agree on the specific issue(s), then each may submit its own statement, and the Arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the City and the Association or employee(s), and shall have no authority to make a decision on any other issue(s) not so submitted.

If the matter is submitted to arbitration, the Arbitrator shall hold the hearing as soon as practicable, and the following shall apply:

1. The parties shall meet and attempt to jointly select an Arbitrator. If they are unable to make a joint selection in a period of time not to exceed fifteen (15)

calendar days, either party may request a panel of five (5) arbitrators from the American Arbitration Association;

2. Upon receipt of a panel from the American Arbitration Association, the parties shall meet within fifteen (15) calendar days, at which time the parties shall determine the Arbitrator by the alternate strike method. A coin flip will determine the party to strike first;

3. Employees called as witnesses shall be released from duty as needed;

4. The rules of conduct of proceedings shall be according to those procedures utilized by the American Arbitration Association;

5. The findings of the Arbitrator shall be transmitted only to the parties to the dispute or their representatives;

6. Each party shall bear the expenses of presenting its own case;

7. Costs of making stenographic record shall be born equally. The arbitrator's fee shall be defrayed wholly by the party whose position was not supported by the arbitrator's findings, except in the case of compromise decisions, the arbitrator shall be empowered to allocate the fee;

8. The Arbitrator shall not have the authority to amend, modify, or add to the provisions of the Agreement.

9. The Arbitrator shall be without power to make decisions contrary to or inconsistent with Federal or State law, the City Charter, City Ordinances and Resolutions. The City shall take no action to resolve the dispute in its favor by amending its Ordinances or Resolutions related to the issue(s) in dispute during the duration of this Agreement.

10. Any issue of arbitrability must first be decided by the Arbitrator before proceeding to a hearing on the grievance;

11. The decision of the Arbitrator shall be final and binding.

Section VI-General Provisions

A. All time periods specified in this section may be extended by mutual consent of the aggrieved employee(s) or his/her representative(s) and management representative involved.

B. Failure of the Association or the grievant(s) to comply with the time limits of the steps of the grievance procedure will serve to declare the grievance as settled in favor of the other party and no further action may be taken under this Agreement.

Failure of the Employer to comply with the time limits of the steps of the grievance procedure will cause the grievance to advance to the next step in the process.

C. The processing of a grievance shall be considered as City business. The aggrieved employee(s) and Association representative(s) shall be allowed reasonable time to participate in the grievance hearings without loss of pay for the time so spent. The cost of witnesses called by either party shall be borne by the party if required to testify when not otherwise required to be on duty.

D. Employees who so desire shall have the right to an Association representative at all stages of this Grievance Procedure.

E. No punitive action will be assessed against an employee for utilizing the grievance procedure.

ARTICLE EIGHT

HOURS OF WORK

Section I - Work Shift

Platoon - All employees on platoon duty shall work a twenty-four (24) hour work shift that averages a fifty-six (56) hour work week.

Daylight – All employees on a daylight schedule shall work a 4/10 schedule.

Section II - Call Backs

For the purpose of maintaining a minimum staffing program, paid call backs shall be utilized to maintain a minimum on-duty manpower status as determined by the Fire Chief by utilizing available volunteer call-back personnel, hiring additional employees, or by ordering employees to work extra shifts. Adequate funds will be provided in the Fire Department budget for such a constant staffing program, subject to annual budget approval by the City Council; up to and including the rank of Battalion Chief on a rank for rank basis.

Each Fire Engine and each Fire Truck shall be staffed by a minimum of four sworn fire suppression personnel. In case of emergency circumstance, including but not limited to a regional disaster, catastrophe, or declaration of fiscal emergency, the Fire Chief shall have the discretion to alter the deployment model during the duration of the crisis.

Employees shall be called back to work over their assigned schedule as a result of volunteering to work extra time due to the absence of an employee from regularly scheduled platoon duty or to volunteer for special training programs. It shall be the responsibility of the Firefighters Association and the Fire Chief to make every attempt to ensure there are sufficient volunteers to cover all shifts so that the designated POST positions can be staffed.

Section III – MOU Overtime

During the term of this Agreement, the City shall pay MOU overtime under this Article by crediting authorized paid leaves of absence, vacation, sick leave, holiday leave, other paid absences as hours worked. The City shall pay MOU overtime for hours worked over the assigned schedule as a result of being held over schedule or being called back to duty from off-duty status, to combat fire, disaster or other emergency, work extra time due to the absence of an employee from regularly scheduled platoon duty, or for special events where the services of fire personnel are deemed critical by the head of the department. Compensation for such overtime will be paid at time and one-half the adjusted rate of pay. Hours worked in excess of the employee’s normally scheduled hours. MOU overtime will be payable each pay period.

Section IV – Payment for Overtime

An employee who is eligible for overtime benefits, and who is required to and shall work overtime, shall be allowed time off, subject to the following terms which are not intended to supersede existing conditions, restrictions and limitations, but rather to expand and/or modify those provisions.

A. Payoff of Overtime

An employee who is eligible for overtime, and who is required to and does work overtime shall be compensated according to the following terms.

1. Overtime shall be paid in the pay period in which the overtime was worked, or as soon as practicable thereafter.

2. At the specific request of the employee to the Fire Chief or his designee, the City will credit earned overtime to an account in the employee's name in an amount not to exceed four (4) days or 40 hours for an employee who works a daylight schedule or four (4) shifts, or 96 hours for those on a platoon schedule. Employees shall not be permitted to add premium time to this account. Only straight time may be included in this account. All premium time shall be paid.

3. The credited earned overtime will be represented in hours on the employee's paystub (These hours are equivalent to a specific cash value, namely the number of hours credited to the employee's account multiplied by the employee's straight hourly rate of pay). At the employee's request to the Fire Chief or his designee, the City will pay to the employee any or all portions of the value of the account, minus standard withholdings. Payments will be made in the pay period following the period in which the request is received.

4. The credited earned overtime reflected on an employee's paycheck does not constitute a compensatory time bank. Employees will not be permitted to take time off in lieu of payment for earned overtime.

5. All cash value banks will be paid off in full on: (a)the last full pay paycheck in a calendar year, (b) the pay period in which a general salary increase is effective, or (c) a pay period in which the employee receives a promotion to a higher rate of pay.

6. Cash value banks may be paid off, at the employee's request, prior to the pay period in which a salary range decrease is effective.

7. The City retains the right to pay off the cash value of the employees accrued overtime at any time.

8. If the provisions of this Section IV. A. are found to be in conflict with State or Federal law, overtime shall be paid.

B. Banked Time Off

1. Members who work a 40 hour per week daylight schedule will have the opportunity to use banked overtime credits for the purposes of taking time off not exceed four (4) days or 40 hours.

2. The following conditions shall apply to Banked Overtime.

   a. Banked time off hours shall be taken by any employee only at such time as the department head, at their discretion, shall designate or approve; provided, however, that time off hours must be taken within the calendar year in which the overtime was worked.

   b. Overtime earned and banked in one pay period may not be used until the following pay period. When employees receive time and one- half for overtime, they shall not be permitted to bank the premium time, because the banking of premium time will cause overtime pyramiding, which will increase the Fire Department's overtime liability. Only straight time may be banked. All premium time shall be paid.

   c. All banked overtime hours not taken off in accordance with Section III, (B) (2) (a) above shall be automatically paid off in the following pay period or prior to a general salary increase.

   d. No overtime hours shall be accumulated in excess of the maximum set forth above, or be carried over into the following calendar year.

   e. All banked time off hours not taken off prior to the pay period in which a salary increase is effective (except for automatic step increases and that permitted to be carried over) shall be automatically paid at the lower pay rate.

Section V - Fair Labor Standards Act (FLSA)

A. Work Schedule

All employees through the rank of Battalion Chief will work a 24 day FLSA work cycle for the term of this Agreement.

B. FLSA Overtime

The City agrees that it shall provide overtime compensation to all employees covered by this Agreement as required by the FLSA. Only hours worked shall be credited towards computation of FLSA overtime. At the end of the twenty-four (24) day work period, if any FLSA overtime is payable, the difference between MOU

overtime and FLSA overtime will be paid.

C. Shift Trades

The trading of work time between unit employees shall be in accordance with the provisions of the FLSA.

Employees have the right to exchange shifts with their colleagues subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.

2. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as worked on his or her time sheet.

3. Payback of the exchanged shift will be the responsibility of the two employees who exchange shifts and will not be monitored by the City. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.

D. Early Relief

It is recognized practice for some unit employees to voluntarily relieve other unit employees working on the previous shift prior to the scheduled starting time.

This practice shall not change the actual amount of hours worked nor afford additional benefits to an employee.

E. Work Period

Pursuant to Section 7(k) of the FLSA, the City has adopted a 24-day FLSA work period for all classifications in the bargaining unit. The 24-day period begins on a and ends 24 days later, recurring every 24 days thereafter on a continuous and repeating basis.

Section VI - Exemptions from the Provisions of the FLSA

During the term of this Agreement, employees in the positions of Battalion Chief and Fire Captain will be accorded the same benefits for overtime purposes as employees in non-exempt positions, as set forth in the FLSA.

Section VII — Canine Reimbursement Pay

At the sole discretion and authority of the Fire Chief, an employee of the Long Beach Fire Department may be assigned to work with a privately-owned search and rescue dog provided by the National Search Dog Foundation and use said dog in connection with the

performance of his/her duties as a member of the Urban Search and Rescue Program.

A. If the Fire Chief exercises this authority, the employee assigned to this duty shall be entitled to the following additional compensation, effective after the first full pay period after adoption by the Council of the successor MOU:

   1. Training as directed by the Fire Department shall be conducted while the assigned employee is on-duty. If training is scheduled while the assigned employee is not on duty, the employee shall be compensated at the regular overtime rate of pay

   2. Necessary veterinarian visits shall be scheduled while the assigned employee is on-duty or the employee shall be compensated at the regular overtime rate of pay for off-duty visits.

B. For purposes of complying with the FLSA, and to accommodate employees for the off-duty care of their search and rescue dog(s), the parties have agreed to the following terms:

   1. The canine handler will have six (6) hours per biweekly pay period to care for, and exercise their search and rescue dog(s).

   2. The canine handler will be paid for these six (6) off-duty hours at the overtime rate of the State of California minimum wage (1.5 x minimum wage).

   3. If the employee does not possess a qualified search and rescue dog(s) for a majority of a biweekly pay period, the reimbursement will not be paid.

ARTICLE NINE

GENERAL PROVISIONS

Section I - Intent of the Parties

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior written agreements. It is understood by and between the parties that the intent as set forth herein shall be to cover the wages, hours and working conditions of the employees represented by the Association.

It is agreed that there exists within the Fire Department, personnel policies and procedures, general orders, departmental policies and rules and regulations. Except as specifically modified by this MOU, these rules and regulations, and policies and any subsequent amendments thereto shall be in full force and effect during the term of this MOU. Before any new or subsequent amendments to these policies or departmental rules and regulations directly affecting wages, hours and terms and conditions of employment are implemented, the City through the Fire Chief, shall meet in accordance with Government Code Section 3500 et seq., with the Association regarding such changes.

However, the existing provisions of the Salary Resolution and Personnel Ordinance that apply to employees represented by the Association shall remain in full force and effect during the term of this Agreement unless otherwise modified by this MOU.

Section II - Support of Agreement

By entering into this Agreement, the City and the Association have arrived at a final understanding through the meet and confer process resolving any differences which may have arisen during that process. Accordingly, it is agreed that the Association and the City will support this Agreement for its term.

Section III - Separability

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by a court of competent jurisdiction, inclusive of appeals, if any, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

Section IV - Ratification and Implementation

Nothing contained in the Memorandum of Understanding shall become binding upon the parties until such time as the City Council, by legislative enactment and allocation of funds, agrees and adopts its terms and conditions. This mutual recommendation is to be jointly submitted to the City Council for consideration and adoption of the necessary legislative enactments to implement the provisions of this MOU.

Section V - Term and Renegotiation

The term of this Memorandum of Understanding shall be from October 1, 2025 through September 30, 2028.

All terms and Conditions of the existing Memorandum of Understanding unless and except as amended by mutual agreement, will remain in full force and effect through and including September 30, 2028. All rights, obligations, terms, and provisions of this contract shall expire on the termination date. The provisions of this Agreement may be extended by mutual agreement in writing. However, the parties agree that the provisions of the Personnel Ordinance and Salary Resolution that apply to employees represented by the Association shall continue while good faith negotiations to secure a new agreement are proceeding.

Any party wishing to negotiate a successor to this Agreement shall send written notice to the other party of its intentions to do so no sooner than April 15, 2028, and no later than May 15, 2028.

Section VI – Execution of Agreement

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed this _____ day of _____, 2025

FOR THE LONG BEACH FIREFIGHTER ASSOCIATION

Lamont Nguyen

Mike McGill

Kevin Scott

Mick Hannan

Matt Wu

CITY OF LONG BEACH

Thomas B. Modica
City Manager

April Walker
Assistant City Manager

Bryce M. Tyler
Director of Human Resources

Sarah Green
Chief of Labor Relations

Irma Rodriguez Moisa
Chief Negotiator, AAALR

Jason Hosea
Deputy Fire Chief

Karen Rindone
Assistant Fire Chief

Sheree Valdoria
Human Resources Officer, Labor Relations

Sandra Aguilar
Human Resources Officer, Labor Relations

Sarah Del Campo
Personnel Analyst, Labor Relations

Sunita Martin
Personnel Analyst, Labor Relations

APPROVED AS TO FORM:

Dawn McIntosh, City Attorney

APPENDIX A

LISTING OF CLASSIFICATIONS

FIRE SUPERVISORY (BU 70)		
OCC CODE	**POSITION TITLE**	**RANGE**
F03NN	BATTALION CHIEF	185
F09NN	FIRE CAPTAIN	155

FIRE BASIC (BU 77)		
OCC CODE	**POSITION TITLE**	**RANGE**
F08NN	FIREBOAT PILOT	140
F11NN	FIREFIGHTER	055
TR9NN	FIREFIGHTER-NC	055
F10NN	FIRE ENGINEER	105
F64NN	FIRE RECRUIT	045

Definitions of Terms	
Occ Code (Occupation Code)	Alpha Numeric code used to identify an occupation/classification
Range	A code to identify a salary range for an occupation/classification
Terminal	If a classification (i.e. position title) is marked with a “T,” it is considered terminal. Any current employee holding the classification will not be impacted, however, no new appointments may be made to the classification.

APPENDIX B

TRUE MEDIAN CALCULATION AND TOTAL COMPENSATION DEFINITION

A. Calculation of true median total compensation will be attained through an agreed upon total compensation formula that uses the same approach and makes the same determinations as the parties employed when agreeing upon the total compensation formula attached hereto which includes:

1. Base Salary (at top step of applicable salary range)
2. Maximum Uniform Allowance
3. Maximum EMT Pay
4. Education Incentive Pay (Bachelor's Degree)
5. Longevity Pay (highest paid level)
6. Wellness Program Participation Pay
7. Employer Pick-up of Employee Retirement Contribution Amount
8. Employee Cost Sharing of Employer Retirement Costs
9. Employer Paid Deferred Compensation Contributions
10. Post-Retirement Health Savings Account Employer Contributions

B. Median total compensation will be calculated based upon the sum of the total compensation components described in Section VIII(A), above, by rank for the following agencies: Anaheim, Glendale, Huntington Beach, Los Angeles City, Los Angeles County, Orange County, Pasadena, Santa Ana, Santa Monica, and Torrance.

C. The median is defined as the total compensation value which is halfway between the fifth (5^{th}) and sixth (6^{th}) highest agencies when the agencies are rank ordered according to their total compensation with the agency with the highest total compensation being ranked 1^{st}.

APPENDIX C

PAY RATES AND STEP SCHEDULE

LONG BEACH FIREFIGHTERS ASSOCIATION

Salary Schedule for Represented Sworn and Non-Sworn Positions

Please refer to pay rates and step schedule in the City's current approved salary schedules.

APPENDIX D

FFA SKILL PAYS AND OTHER COMPENSATION

Skills and other pays will be separate from base pay and if reportable as special compensation under the California Code of Regulations, will be reported periodically as earned.

All Educational Incentive items below have been determined to enhance employee's ability to do their job. The Fire Chief determines the courses, certificates and degrees that enhance Department employees' ability to do their job.

CODE	DESCRIPTION	CLASSIFICATION	AMOUNT	RATE TYPE	BASIS
WA	**Wellness Final Achievement -** Compensation for employees who achieve the agreed upon Wellness Program benchmarks.	All Sworn classifications represented by the FFA	$100.00	Monthly	Flat Rate
MW	**Wellness Initial Achievement -** Compensation for employees who have fully participated in the City approved Fire Wellness Program during the prior calendar year.	All Sworn Fire Classifications represented by the FFA	$100.00	Monthly	Flat Rate
DH	**Dog Handling -** For the purposes of complying with the Fair Labor Standards Act, to accommodate employees for the handling of service dogs off duty, the parties have agreed to the following terms and conditions: of the biweekly payment, the handler will be deemed to have spent six (6) hours off duty every fourteen (14) calendar days and will be paid for six (6) hours at the overtime rate at one-half (1.5) of the current state minimum wage, to feed, exercise, clean and maintain the service dog.	Sworn classifications represented by the FFA	Minimum Wage	6 hours per pay period	Minimum wage rate x 1.5 (overtime rate)
PE	**Paramedic Relief Pay –**After being licensed through the State of California and accredited by the local emergency services agency and while fully trained and assigned to as a paramedic duty.	Firefighter Fire Engineer Fire Captain	19.00%	Per Diem Hourly	Top step of Firefighter base hourly

S1/S2	**Rescue Boat Captain -** When certified and temporarily assigned from qualified relief to work as a Rescue Boat Captain.	Fire Captain	1.50%	Per Diem - Hourly	Top step of Firefighter base hourly
S1/S2	**Fire Boat Operations -** When certified and temporarily assigned from qualified relief assigned to Fire Boat Operations.	Fire Boat Pilot Fire Captain Fire Engineer Firefighter	1.50%	Per Diem - Hourly	Top step of Firefighter base hourly
S1/S2	**Urban Search and Rescue (USAR) -** When certified and temporarily assigned from qualified relief to the USAR station.	Fire Boat Pilot Fire Captain Fire Engineer Firefighter	1.50%	Per Diem - Hourly	Top step of Firefighter base hourly
S1/S2	**Hazardous Materials (HAZMAT)-** When certified and temporarily assigned from qualified relief to the Hazardous Materials station.	Fire Boat Pilot Fire Captain Fire Engineer Firefighter	1.50%	Per Diem - Hourly	Top step of Firefighter base hourly
S1/S2	**Aircraft Rescue and Fire Fighting (ARFF) -** When certified and temporarily assigned from qualified relief to the ARFF station.	Fire Boat Pilot Fire Captain Fire Engineer Firefighter	1.50%	Per Diem - Hourly	Top step of Firefighter base hourly
S1/S2	**Paramedic Preceptor -** Compensation to bargaining unit members who are certified as Paramedic Preceptors and who train Paramedic Trainees.	Battalion Chief Fire Boat Pilot Fire Captain Fire Engineer Firefighter	10.00%	Per Diem - Hourly	Top step of Firefighter base hourly
703	**Paramedic -** After being licensed through the State of California and accredited by the local emergency services agency and while fully trained and assigned to as a paramedic duty.	Firefighter	19.00%	Hourly	Top step of Firefighter base hourly

712	**Arson Investigator –** When routinely and consistently assigned as an Arson Investigator. (CSFM) PC 832 Arrest and Firearms Course (CSFM) Fire Investigation 1A (CSFM) Fire Investigation 1B (CSFM) Fire Investigation 2A (CSFM) Fire Investigation 2B **OR** (CSFM) PC 832 Arrest and Firearms Course (CSFM) Fire Investigation 1A (CSFM) Fire Investigation 1B (CSFM) Fire Investigation 1C	Fire Captain Fire Engineer Firefighter	16.00%	Hourly	Top step of Firefighter base hourly
721	**Emergency Apparatus -** When regularly assigned to apparatus other than a single function fire boat and in possession of the required California State Emergency Apparatus Operator's License.	Fire Engineer	3.00%	Hourly	Top step of Firefighter base hourly
722	**Urban Search and Rescue (USAR) -** When routinely and consistently assigned to operate heavy equipment or specialized equipment when assigned to the USAR program station. An Urban Search and Rescue (USAR) program station is a designated fire station that is composed of personnel and equipment uniquely capable of locating, rescuing, and initial medical stabilization of victims trapped in confined spaces.	Fire Boat Pilot Fire Captain Fire Engineer Firefighter	6.00%	Hourly	Top step of Firefighter base hourly
723	**Urban Search and Rescue (USAR) -** When certified and assigned as qualified relief coverage to the USAR program. This skill pay will expire on January 10, 2026. If assigned as certified or qualified relief: Rescue Systems I Rescue Systems II Confine Space Rescue Trench Rescue Must attend continuing education training as determined by the Fire Chief.	Fire Boat Pilot Fire Captain Fire Engineer Firefighter	4.50%	Hourly	Top step of Firefighter base hourly

724	**Urban Search and Rescue (USAR) -** When permanently assigned as an instructor and training coordinator at an Urban Search and Rescue program station. Exceptions to the location requirement may be approved by the Fire Chief. This payment will be limited to two (2) employees per shift. Must attend continuing education training as determined by the Fire Chief.	Fire Boat Pilot Fire Captain Fire Engineer Firefighter	2.50%	Hourly	Top step of Firefighter base hourly
725	**Hazardous Materials (HAZMAT) -** When routinely and consistently assigned to the HAZMAT program station. (CSFM) Hazardous Materials Specialist Must attend continuing education training as determined by the Fire Chief.	Fire Boat Pilot Fire Captain Fire Engineer Firefighter	6.00%	Hourly	Top step of Firefighter base hourly
726	**Hazardous Materials (HAZMAT) -** When certified and assigned as qualified relief coverage to the HAZMAT program. This skill pay will expire on January 10, 2026. (CSFM) Hazardous Materials Specialist Must attend continuing education training as determined by the Fire Chief.	Fire Boat Pilot Fire Captain Fire Engineer Firefighter	4.50%	Hourly	Top step of Firefighter base hourly

727	**Hazardous Materials (HAZMAT) -** When routinely and consistently assigned as an instructor and training coordinator at the Hazardous Materials program station. Exceptions to the location requirement may be approved by the Fire Chief. This payment will be limited to two (2) employees per shift. (CSFM) Hazardous Materials Specialist Must attend continuing education training as determined by the Fire Chief. The maximum will be limited to two (2) per shift for a maximum of six (6) total as determined by the Fire Chief or Program Manager.	Fire Boat Pilot Fire Captain Fire Engineer Firefighter	2.50%	Hourly	Top step of Firefighter base hourly
728	**Aircraft Rescue and Fire Fighting (ARFF) -** When routinely and consistently assigned to operate heavy equipment or specialized equipment when assigned to the ARFF program station. An Aircraft Rescue and Firefighting (ARFF) program station is a designated fire station that is composed of personnel and equipment uniquely capable of responding to emergencies involving aircraft and to ensure the safety of passengers and crew. Specifically, ARFF fire stations handle incidents such as aircraft fires, crashes, hazardous material spills and provides immediate assistance and rescue operations.	Fire Boat Pilot Fire Captain Fire Engineer Firefighter	6.00%	Hourly	Top step of Firefighter base hourly

729	**Aircraft Rescue and Fire Fighting (ARFF) -** When certified and assigned as qualified relief coverage to the ARFF program. This skill pay will expire on January 10, 2026. Attend FAA approved annual live fire burn training Must attend continuing education training as determined by the Fire Chief. Pass annual written exam administered by the Training Director.	Fire Boat Pilot Fire Captain Fire Engineer Firefighter	4.50%	Hourly	Top step of Firefighter base hourly
730	**Longevity 10 years** – Compensation to eligible full time bargaining unit members for ten (10) years or more but less than fifteen (15) years of service as defined in Article Two, Section II (4), and (5) herein.	Battalion Chief Fire Boat Pilot Fire Captain Fire Engineer Firefighter	5.00%	Hourly	Top step of Firefighter base hourly
731	**Longevity 15 years** - Compensation to eligible full time bargaining unit members for fifteen (15) years or more but less than twenty (20) years of service as defined in Article Two, Section II (4), and (5) herein.	Battalion Chief Fire Boat Pilot Fire Captain Fire Engineer Firefighter	10.00%	Hourly	Top step of Firefighter base hourly

732	**Public Information Officer -** When routinely and consistently assigned to administrative work during normal hours of employment that may differ from the work schedule of fire suppression personnel. (CSFM) Fire Prevention 1A (CSFM) Fire Prevention 1B Two (2) of the following certifications: ○ California State Fire Training Public Education 1 ○ California State Fire Training Community Risk Educator ○ Basic Public Information Officer (G-290) CSTI or equivalent as determined by the Fire Chief ○ Advanced Public Information Officer (L0388) CSTI or equivalent as determined by the Fire Chief **OR** Fire Inspector 1A Fire Inspector 1B Fire Inspector 1C Two (2) of the following certifications: ○ California State Fire Training Public Education 1 ○ California State Fire Training Community Risk Educator ○ Basic Public Information Officer (G-290) CSTI or equivalent as determined by the Fire Chief ○ Advanced Public Information Officer (L0388) CSTI or equivalent as determined by the Fire Chief	Fire Captain	6.00%	Hourly	Top step of Firefighter base hourly

732	**Training Captain -** When routinely and consistently assigned to Training Captain. (CSFM) Fire Instructor 1A (CSFM) Fire Instructor 1B (CSFM) Fire Instructor 2A (CSFM) Fire Instructor 2B (CSFM) Fire Instructor 2C **OR** (CSFM) Fire Instructor 1A (CSFM) Fire Instructor 1B Instructor II Instructor Development **OR** Instructor I Instructor Methodology (CSFM) Fire Instructor 2A (CSFM) Fire Instructor 2B (CSFM) Fire Instructor 2C **OR** Instructor I Instructor Methodology Instructor II Instructor Development	Fire Captain	6.00%	Hourly	Top step of Firefighter base hourly
732	**Paramedic Coordinator -** When routinely and consistently assigned to Paramedic Coordinator to coordinate training activities in auxiliary medical techniques.	Fire Captain	6.00%	Hourly	Top step of Firefighter base hourly
732	**Rescue Boat Captain -** When routinely and consistently assigned to operate heavy equipment or specialized equipment when assigned to Rescue Boat Captain. A Rescue Boat program station is a designated station that is composed of personnel and equipment uniquely capable of performing fire suppression, rescue operations and medical stabilization in incidents occurring on or near waterways.	Fire Captain	6.00%	Hourly	Top step of Firefighter base hourly

733	**Rescue Boat Captain -** When certified and assigned as qualified relief for a Rescue Boat Captain. This skill pay will expire on January 10, 2026. Relevant and appropriate certification.	Fire Captain	4.50%	Hourly	Top step of Firefighter base hourly
735	**Fire Staff Administrative Assignment –** When routinely and consistently assigned to administrative work during normal hours of employment that may differ from the work schedule of fire suppression personnel.	Battalion Chief Fire Boat Pilot Fire Captain Fire Engineer Firefighter	$2.300	Hourly	Flat Rate
737	**Fire Prevention -** When routinely and consistently assigned to perform Fire Prevention duties. (CSFM) Fire Prevention 1A (CSFM) Fire Prevention 1B (CSFM) Fire Prevention 1C **OR** (CSFM) Fire Inspector 1A (CSFM) Fire Inspector 1B (CSFM) Fire Inspector 1C (CSFM) Fire Inspector 1D Must also attend continuing education training as determined by the Fire Chief.	Fire Captain Fire Engineer Firefighter	6.00%	Hourly	Top step of Firefighter base hourly
738	**Longevity 20 years** - Compensation to eligible full-time bargaining unit members for twenty (20) years or more of service as defined in Article Two, Section II (4), and (5) herein.	Battalion Chief Fire Boat Pilot Fire Captain Fire Engineer Firefighter	15.0%	Hourly	Top step of Firefighter base hourly
747	**Fire Boat Operations –** When routinely and consistently assigned to operate heavy equipment or specialized equipment when assigned to Fire Boat Operations. A Fire Boat program station is a designated fire station that is composed of personnel and equipment uniquely capable of marine firefighting, vessel operations, navigation, rescue techniques, and hazardous materials response occurring on or near waterways.	Fire Boat Pilot Fire Captain Fire Engineer Firefighter	6.00%	Hourly	Top step of Firefighter base hourly

748	**Fire Boat Operations –** When certified and assigned as qualified relief coverage to the Fire Boat Operations. This skill pay will expire on January 10, 2026.	Fire Boat Pilot Fire Captain Fire Engineer Firefighter	4.50%	Hourly	Top step of Firefighter base hourly
749	**Firefighter II -** Permanent full-time bargaining unit members as defined in Article Two, Section II (4), (5),and (6) herein, and who have satisfied State of California Fire Marshal Firefighter II certification standards. Pay is effective on the date proof of certification is submitted to Fire Department Business Operations, Personnel Services.	Battalion Chief Fire Boat Pilot Fire Captain Fire Engineer Firefighter	6.00%	Hourly	Top step of Firefighter base hourly
759	**Hazmat First Responder Operations -** Compensation to eligible employees who complete the HAZMAT First Responder Operations certificate program.	Battalion Chief Fire Boat Pilot Fire Captain Fire Engineer Firefighter	1.00%	Hourly	Top step of Firefighter base hourly
784	**Associate Degree -** Additional compensation to identified Fire classifications who have obtained a degree of Associate of Arts, or 60 or more equivalent semester from an accredited institution.	Battalion Chief Fire Boat Pilot Fire Captain Fire Engineer Fire Recruit Firefighter	4.50%	Hourly	Top step of Firefighter base hourly
786	**Bachelor's Degree -** Additional compensation to identified Fire classifications who have obtained a degree of Bachelor of Arts or Bachelor of Science, or Bachelor of Vocational Education, from an accredited college or university.	Battalion Chief Fire Boat Pilot Fire Captain Fire Engineer Firefighter	5.25%	Hourly	Top step of Firefighter base hourly
787	**Master's Degree -** Additional compensation to the identified classifications who have obtained a Master's Degree from an accredited college or university.	Battalion Chief Fire Boat Pilot Fire Captain Fire Engineer Firefighter	6.00%	Hourly	Top step of Firefighter base hourly

Skill Pays and Other Compensation Legend

Code	The code used to identify the other pay in the payroll system. • Numerical codes are used on the HR-1 to add the other pay to an employee's pay (adjusted rate). • Letter codes are used to apply the pay on the employee's timesheet. • Numerical codes that can also be applied on a per diem basis will use S1/S2 on the timesheet.
Description	The description of the other pay, which includes requirements and other pertinent information.
Classification	The classifications eligible for the other pay.
Amount	The amount paid based on the rate type or basis.
Rate Type	• Hourly represents the amount paid per hour. For sworn Fire positions, hourly represents the daylight hourly amount. • Platoon schedule hourly rate shall be calculated as follows: Daylight hourly rate divided by 1.4. This calculation accounts for the 56-hour equivalent, as referenced in the MOU. • Per diem hourly rates shall be the hourly rate times the number of regular hours an employee works in a day. • Per diem daily rates are a flat daily rate, no matter how many hours the employee works per day. Occupational skill pays shall be paid to the employee at an hourly rate only if said employee is assigned to regularly perform said occupational skill on a daily basis. If an employee is not regularly assigned to perform said occupational skill on a daily basis, then the additional pay shall be paid at a per diem rate, and said per diem skill pay shall be paid for each work day that said employee actually performs said occupational skill.
Basis	The basis is a reference point used to compute the total amount. • Flat rate is the amount paid by the rate type. • Percentage pays identify the basis used to calculate the other pay. Percentage pays will change anytime there is an increase to the pay identified in the basis.