



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Ward and Members of the City Council

THROUGH: Geoff Dolan, City Manager

FROM: Marcie Scott, Human Resources Director

DATE: February 7, 2006

SUBJECT: Consideration of a Resolution Adopting the Memorandum of Understanding (MOU) between the City of Manhattan Beach and the Manhattan Beach Firefighters' Association (MBFA)

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 6017 adopting the Memorandum of Understanding (MOU) between the City of Manhattan Beach and the Manhattan Beach Firefighters' Association (MBFA).

FISCAL IMPLICATION:

The costs of the first year of the contract are estimated at \$85,290 and may be absorbed in the current fiscal year's budget. Future costs will be budgeted and they are estimated as follows: second year of the contract will be \$264,460; third year at \$287,816; fourth year costs of \$261,183 and the final year costs are estimated at \$214,483.

BACKGROUND:

The Memorandum of Understanding between the City and MBFA expired on July 31, 2005. The parties began meeting last May and have reached agreement on a 5-year contract. The new MOU was ratified by the Association on January 30, 2006. A copy of the MOU is attached.

DISCUSSION:

The attached MOU reflects the agreed-upon changes with the following key components:

- The effective dates of the contract are 8/1/2005 – 7/31/2010.
- Salary adjustments will be made as follows: 4% on 1/7/06, 4% on 8/1/06, 4.25% on 8/1/07, 4.25% on 10/1/08 and 5% on 10/1/09.
- Health insurance contributions will increase by \$75 per month the first year of the contract (effective 1/7/06), \$85 per month in December of the second year, \$95 per month in December the third year and \$100 per month in December of the fourth and fifth years.
- The City will begin reporting to CalPERS the value of the employer paid member contribution (EPMC) as compensation pursuant to California Government Code Section

20636(c) effective the pay period including January 1, 2007. Staff will return to the City Council with a separate resolution for implementation of the EPMC benefit at a later date.

- In the fourth year of the contract, effective the pay period including August 1, 2008, the City will increase the retirement medical contribution from \$300 to \$400 per month.
- The parties have agreed to revisions in the promotional exam process language.
- The City will implement a physical exam program for all members of the MBFA. The intent is to improve the well-being and quality of health of these employees with the understanding that early detection of medical problems can save lives and potentially have a positive impact on workers' compensation costs in the long term.

Attachments: MBFA MOU 2005-2010
Resolution No. 6017

ARTICLE 1
PREAMBLE

This Memorandum of Understanding is entered into between the City of Manhattan Beach (hereinafter the "City") and the Manhattan Beach Firefighters' Association (hereinafter the "Association") in accordance with Resolution No. 4506, the Employer-Employee Organization Relations Resolution. Full consideration has been given to salaries, employee benefits, and other terms and conditions of employment. Pursuant to the provisions of Section 3505.1 of the Government Code of the State of California and Section Resolution No. 4506 of said City, said parties make this Memorandum of Understanding (also referred to as the "Agreement") effective August 1, 2005.

ARTICLE 2
RECOGNITION

Pursuant to the provisions of the Employer-Employee Organization Relations Resolution of the City of Manhattan Beach and applicable State laws, the Association is acknowledged by the City as the exclusive representative of the employees in the following classifications, hereinafter referred to as "affected employees":

Firefighter
Firefighter/Paramedic
Fire Engineer
Fire Engineer/Paramedic
Fire Captain
Fire Captain/Paramedic

ARTICLE 3
EFFECTIVE AND
TERMINATION
DATES

This Memorandum of Understanding shall become effective August 1, 2005 and will continue in effect through July 31, 2010 with respect to all affected employees. This Agreement does not apply to fire employees who are designated Management/Confidential employees of the City of Manhattan Beach or to any Paid Call Firefighters. During the period covered by this Memorandum of Understanding, any items concerning wages, hours, and terms and conditions of employment provided by this Agreement shall remain in effect unless the parties agree to revise the same by a written modification to this Memorandum of Understanding, subject to the limitations expressed in Section 3504 of the California Government Code.

ARTICLE 4
CONSTITU-
TIONALITY

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

ARTICLE 5
IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation by the parties, to the City Council, that one or more resolutions be adopted accepting this Memorandum and effecting the changes enumerated herein relative to wages, fringe benefits and other terms and conditions of employment for the employees represented by the Association. It is expressly intended that the duties, responsibilities, and functions of the City in the operation of its Fire Department shall in no manner be impaired, subordinated, or negated by any provisions of this Agreement.

ARTICLE 6
MAINTENANCE
OF EXISTING
BENEFITS

All wages, hours and other terms and conditions of employment contained herein will not be modified without mutual agreement in writing.

ARTICLE 7
MANAGEMENT
RIGHTS
RESERVED

Section 1. Prior to the time when the Association became the representative of the employees covered by this Agreement, the City had the right to conduct its operations and deal with its employees with complete freedom, except as its rights were bound and limited by law. By this Agreement, the City has agreed to certain express limitations on those rights. However, it is the intention of the parties hereto that the City retain, and the City does retain, each and every right and privilege that it ever had and enjoyed except as expressly limited by this Agreement.

Section 2. Without limiting the generality of the foregoing, the City reserves and retains, solely and exclusively, all rights of management which have not been expressly abridged by a specific provision of this 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 any Union or Employee Association. The sole and exclusive rights of management which are not abridged by this Agreement shall include, but are not limited to, its rights to determine the existence or non-existence of facts which are the basis of a management decision, to determine the nature, manner, and extent of services to be provided to the public, methods of financing, types of equipment to be used, to establish, continue, discontinue, or modify policies, practices, or procedures; to determine and from time to time re-determine the number, location, relocation and types of its operations, and the methods, processes and materials to be employed, including the right to introduce new or improved methods or facilities; to discontinue processes or operations, or to discontinue their performance by employees of the City, to determine the number of hours per day or per week operations shall be carried on, and the schedules thereof; to select, determine and schedule the number and types of employees required; to assign work to such employees in accordance with requirements determined by management; to establish and change work schedules and assignments; to transfer, reclassify, promote, or demote employees, to lay off, terminate, or otherwise relieve employees from duty for lack of work; to determine the facts of lack of work; to make and enforce safety rules and work rules for the maintenance of discipline; and all other prerogatives and responsibilities normally inherent in management, provided the same are not contrary to this Agreement. All management rights, powers, authority and functions, whether heretofore or hereafter exercised, shall remain vested exclusively in the City.

ARTICLE 8
WAIVER OF
BARGAINING

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

contemplation of either or both the Parties at the time that they negotiated or signed this Agreement.

ARTICLE 9
DISCRIMI-
NATION POLICY

It is agreed that neither the Association nor the City shall discriminate against any employee because of race, religious creed, national origin, age, sex, disability, sexual orientation or association/union or non- association/union membership.

ARTICLE 10
GENDER

Whenever the masculine or feminine form of any word is used in this MOU, it also includes the other gender unless the context clearly indicates a contrary intent.

ARTICLE 11
SALARY

(a) Effective January 7, 2006, the salary ranges for employees shall be increased 4.0% and shall be as follows:

	A	B	C	D	E
Firefighter	4632	4864	5107	5362	5630
Firefighter/Paramedic	5470	5743	6030	6332	6649
Fire Engineer	5995	6295	6610		
Fire Engineer/Paramedic	7085	7439	7811		
Fire Captain	6976	7325	7691		
Fire Captain/Paramedic	8245	8657	9090		

(b) Effective the pay period including August 1, 2006 the salary ranges for employees shall be increased an additional 4.0%, as set forth below:

	A	B	C	D	E
Firefighter	4816	5057	5310	5576	5855
Firefighter/Paramedic	5689	5973	6272	6586	6915
Fire Engineer	6235	6547	6874		
Fire Engineer/Paramedic	7368	7736	8123		
Fire Captain	7255	7618	7999		
Fire Captain/Paramedic	8575	9004	9454		

(c) Effective the pay period including August 1, 2007 the salary ranges for employees shall be increased an additional 4.25%, as set forth below:

	A	B	C	D	E
Firefighter	5021	5272	5536	5813	6104
Firefighter/Paramedic	5931	6228	6539	6866	7209
Fire Engineer	6500	6825	7166		
Fire Engineer/Paramedic	7681	8065	8468		
Fire Captain	7564	7942	8339		
Fire Captain/Paramedic	8940	9387	9856		

(d) Effective the payperiod including October 1, 2008 the salary ranges for employees shall be increased an additional 4.25% as set forth below:

	A	B	C	D	E
Firefighter	5234	5496	5771	6060	6363
Firefighter/Paramedic	6182	6491	6816	7157	7515
Fire Engineer	6776	7115	7471		
Fire Engineer/Paramedic	8008	8408	8828		
Fire Captain	7885	8279	8693		
Fire Captain/Paramedic	9320	9786	10275		

(e) Effective the payperiod including October 1, 2009 the salary ranges for employees shall be increased an additional 5.0% as set forth below:

	A	B	C	D	E
Firefighter	5496	5771	6060	6363	6681
Firefighter/Paramedic	6491	6816	7157	7515	7891
Fire Engineer	7115	7471	7845		
Fire Engineer/Paramedic	8408	8828	9269		
Fire Captain	8279	8693	9128		
Fire Captain/Paramedic	9786	10275	10789		

ARTICLE 12
STEP INCREASES

All employees shall remain at each salary step for a period of one year before being eligible for the next salary step.

ARTICLE 13
PARAMEDIC
COMPENSATION

Members of the Association who are promoted to the positions of Fire Engineer or Fire Captain, or who are assigned as Fire Marshal or Fire Inspector, may retain their Paramedic Certification and be entitled to compensation for such certification.

Effective May 2, 1992, base pay for classifications that include "Paramedic" in their title shall include compensation for Paramedic duties.

ARTICLE 14
EMERGENCY
MEDICAL
TECHNICIAN
CERTIFICATION

Maintaining EMT certification shall be required as a condition of employment for employees in the classification of Fire Captain, Fire Engineer and Firefighter. Provided, however, that those employees without EMT certification as of September 3, 1994 will not be required to obtain and/or maintain EMT certification.

ARTICLE 15
TECHNICAL
SPECIALTY PAY

(a) Technical Specialty Pay of \$62 per month will be paid to employees certified by the Department as Fire Investigators, Hazardous Materials Specialists, DMV Coordinator, Self-Contained Breathing Apparatus Technician, Paid Call Firefighter Coordinator and those employees in this unit who receive the Area G equivalency to State Rescue Systems I training and are certified to

respond. The Paramedic Coordinator shall be compensated at \$186 per month. There shall be no limit upon the number of employees receiving the Area G equivalency compensation, but the number of employees being compensated for the following specialties shall be limited, as follows:

Fire Investigators	6
HazMat Specialists	6
Self-Contained Breathing Apparatus Technician	1
Paid Call Firefighter Coordinator	1
DMV Coordinator	1
Paramedic Coordinator (\$186/mo)	1

(b) Employees receiving specialty pays must be certified and maintain such certifications at the required level, including attending required training necessary to that maintenance. Absent any certification-training requirement, the employee must take one class a year in their area of specialty, on City time and at City expense. This must be at a minimum, a one-day class, to the extent such a class is offered more than once in a calendar year. In the event such class is not so offered, the employee, alternatively, may attend the next longest class. The training described in this Article is not intended to take the place of the employee option training outlined in Article 25, Training. Those employees receiving specialty pay will provide training and safety information to other department employees and serve as a resource to the department for their area of specialty.

(c) The Paramedic Coordinator shall be responsible for all aspects of the paramedic program.

(d) The Fire Chief has the sole discretion to choose which candidates are selected for specialty assignments, however, specialty pay assignments shall not be withdrawn without the benefit of an administrative appeal under standards set forth in White vs. County of Sacramento.

ARTICLE 16
FIRE MARSHAL
FIRE INSPECTOR

The special assignments of Fire Marshal and Fire Inspector will be subject to the following procedures:

In recognition of the specialization of Fire Prevention duties, there will be a 12.5% premium pay added to base salary for the Fire Marshal and Fire Inspector assignments. In addition, both positions will work a weekly 4-10 schedule that will consist of 4 consecutive work days of 10 consecutive work hours, with the schedules being coordinated to allow for appropriate coverage for the Fire Prevention Bureau.

The assignment of Fire Marshal may be rotated among the Fire Captains and Fire Captain/Paramedics. The Fire Inspector assignment may be rotated among the Firefighters, Firefighter/Paramedics, Engineers and Engineer/Paramedics. The following guidelines will apply:

(a) Volunteers will be solicited first. If more than one individual volunteers, there will be a selection committee, which will consist of a

Battalion Chief, a member of the Fire Association Board and the Human Resources Director. Interviews will be held and the most suitable person for the assignment will be selected.

(b) If there are no volunteers, the assignment will be given as follows:

- Fire Marshal – least senior (in class), non-probationary Fire Captain/Paramedic or Fire Captain who has not served in that assignment. If all incumbents in these classifications have rotated through this assignment, the least senior incumbent will be assigned.
- Fire Inspector – least senior (Full-time MBFD service), non-probationary Firefighter, Firefighter/Paramedic, Fire Engineer or Fire Engineer/Paramedic who has not served in that assignment. If all incumbents in those classifications have rotated through this assignment, the least senior (Full-time MBFD service) incumbent will be assigned.

(c) The assignment will be for a minimum of eighteen months or a maximum of two years, unless the Association and the City mutually agree upon a different arrangement.

(d) Fire Marshal and Fire Inspector may work overtime in operations, according to the overtime policy established within the Fire Department.

ARTICLE 17
STATE FIRE
MARSHAL
CERTIFICATION
PAY

(a) Effective June 28, 2003, affected employees shall be eligible for State Fire Marshal Certification pay, according to the following schedule:

- Category I (6% of base pay): Chief Officer, Fire Officer, Fire Marshal
- Category II (3% of base pay): Fire Instructor, Driver/Operator, Fire Prevention Officer, Public Education Officer, Advanced Life Support *

*The Advanced Life Support certification is not a part of the State Fire Marshal program but is hereby included in the Category II section. Qualification for this certification pay requires successful completion of the following three courses: ACLS (Advanced Cardiac Life Support), PALS (Pediatric Advanced Life Support), PHTLS (Pre-Hospital Trauma Life Support).

(b) The maximum amount of compensation added to base pay pursuant to this section shall be 6%. The maximum compensation may be reached by obtaining one Category I certification or two Category II certifications.

(c) The City and Association agree that the intent of this Article is to recognize and encourage employees who further their job-related knowledge, skills and abilities. It is recommended affected employees discuss their training goals in advance with the Fire Chief or his designee. It is expected that employees who complete these certifications will share their knowledge, skills and abilities with other Fire Department employees.

ARTICLE 18
UNIFORM
ALLOWANCE

All affected employees shall receive a yearly allowance of \$600, paid on a bi-weekly basis, for the maintenance and replacement of uniforms.

ARTICLE 19
ACTING PAY

The Fire Chief shall maintain a certified list of employees qualified to act in a higher position on a temporary basis. All individuals on this list shall receive \$175 per month, regardless of the number of times required to act in a higher position.

Effective July 1, 1997, members who are currently on an active promotional list may be considered for an acting assignment subject to the joint approval of management and supervisory personnel. All members currently certified as Actors and receiving the appropriate compensation as of July 1, 1997 shall be exempt from the above requirements.

ARTICLE 20
EDUCATION
INCENTIVE

The educational incentive program for regular employees will be as follows:

(a) Employees who are certified as a Firefighter II and have reached at least the E step of the Firefighter salary schedule shall be paid a differential of 5% over their base salary according to the following table:

	Semester Units	Years of Full-time Service as Sworn Firefighter
	15	8
or	30	6
or	45	4
or	AA degree	4
or	BA/BS	2

(b) Employees who are certified as a Firefighter II and have reached at least the E step of the Firefighter salary schedule shall be paid a differential of 10% over their base salary according to the following table:

	Semester Units	Years of Full-time Service as Sworn Firefighter
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	30	12
or	45	9
or	AA degree	9
or	BA/BS	7

(c) Effective beginning August 24, 2002, employees who are certified as Firefighter II and have reached at least the E step of the Firefighter salary schedule shall be paid a differential of 15% over their base salary according to the following table:

	Semester Units	Years of full-time Service As sworn firefighter
	30	20
or	AA/45	14
or	BA/BS	12
or	MA	10

(d) Employees requesting education incentive pay shall be required to provide information concerning each college course and proof of completion of the course.

(e) Years as a full-time sworn firefighter includes service with another agency, however, the employee will be required to provide proof of full time service with that agency.

(f) The educational incentive pay shall be included in the bi-weekly paycheck.

ARTICLE 21
TUITION
REIMBURSEMENT
PROGRAM

The City provides a tuition reimbursement program budget of \$2,000 per year for employees covered under this Agreement. An employee participating in the program will be reimbursed 50% of the cost of tuition and books to a maximum of \$1,000 per calendar year for satisfactory completion of approved work-related courses. Reimbursement will be reflected as untaxed amount pursuant to all rules and regulations of the federal Internal Revenue Code. If an employee terminates employment within two years of course completion, the employee will reimburse the City the full amount of tuition and expenses paid by the City. The selection process for those employees allowed to participate in the program includes the review and approval of the Fire Chief and the Human Resources Director. The Human Resources Director will establish all program procedures.

ARTICLE 22
HOURS OF WORK

(a) All employees covered by this Memorandum of Understanding shall work a regular shift of 48/96 work sequence consisting of two consecutive shifts of 24 consecutive hours, each followed by 96 consecutive hours off. Those employees assigned to the Fire Marshal or Fire Inspector positions will have a schedule as outlined in Article 16.

(b) Due to the nature of the shift schedule called a “48/96” there may be times when one shift is scheduled to work on 12/24 and 12/25 successively. When this

occurs the shift assigned to 12/24 will swap that day with the shift assigned to 12/23.

ARTICLE 23
OVERTIME

It is the City's policy to avoid the necessity for overtime wherever possible. Overtime work may sometimes be necessary to meet emergency situations or to maintain a proper staffing level. Overtime will be managed per the current Fire Department Overtime Policy.

(a) Hold-over overtime shall mean time after an employee has completed a scheduled work shift and is retained at work. Holdover overtime will be paid to the quarter hour, i.e. fifteen-minute increments.

(b) Call back, which shall be done on a rank for rank basis, shall be defined as a situation where an off-duty employee is called back to work. A minimum of four hours shall be credited notwithstanding actual time worked.

(c) For purposes of computing overtime, the following shall be considered as hours worked:

1. Vacation leave.
2. Holiday leave.
3. IOD (injured on duty) leave provided the employee actually worked during that particular FLSA period.
4. Jury Duty leave

All other leaves will not be considered hours worked for purposes of calculating overtime.

(d) Employees, if injured on the job prior to a scheduled overtime, will be compensated for any further overtime scheduled within 7 calendar days after the date of injury.

ARTICLE 24
STANDBY

The City and Association recognize that there may be times when circumstances will necessitate the placement of individuals within the Fire Department on standby pay. Standby status is when the employee is formally assigned for a specific period of time to be available to be called back into work and must respond to any call back while so assigned. The following outlines the procedures for standby status:

(a) The employee must be "fit for duty" which means that the consumption of alcoholic beverages during an assigned standby period is prohibited, as is any use of other incapacitating medication that would impair an individual's ability to perform his/her job.

(b) The City may provide, at its discretion, a paging device to an assigned employee, which shall be his/her responsibility during such an assignment.

(c) The employee must stay within a 150 mile radius of the City so that response time will be optimized. Individual exceptions may be necessary and will be resolved by the Fire Chief and the individual impacted.

(d) It will be department policy to first elicit volunteers for standby assignment. However if there are not enough volunteers to meet the specific number of staff needed, the "Force Hire" policy of the department will determine who will be involuntarily placed on standby.

(e) Whenever possible, the Fire Chief and the Association agree to meet and discuss possible standby situations prior to assigning standby status. Once standby has been assigned, the employee will be compensated for that time unless both parties mutually agree that the employee can voluntarily withdraw from standby status. The parties agree that under normal conditions, the maximum days one individual can work, whether standby duty or regular duty, while on standby status is five days. The Fire Chief may make exceptions to this guideline for emergency conditions in accordance with the Memorandum of Understanding.

(f) Violation of the requirements for standby may invalidate the employee's eligibility for standby compensation for that period, in addition to any disciplinary action that maybe warranted.

(g) Compensation for standby will be equivalent to ½ the employee's straight time pay for each hour on standby status. Standby shall not, however, be considered hours worked pursuant to the Fair Labor Standards Act.

ARTICLE 25
TRAINING

Each employee shall have the option to select and attend a minimum of one Fire Service-related training class per year at City expense. Additional training courses may be available based on budgetary restrictions.

ARTICLE 26
JURY DUTY

An employee will be given paid leave for each hour the employee serves on jury duty, plus reasonable travel time (not to exceed one hour per day) up to a cumulative total of 80 hours of paid leave each fiscal year. A minimum of 4 hours will be guaranteed to the person hired to replace the employee on jury duty. Jury duty leave will be counted as hours worked for the purpose of overtime. It is understood that affected employees who are scheduled to work a shift during their jury service are expected to promptly report to work upon being released by the court.

ARTICLE 27
HOLIDAY

(a) Effective the first payroll period each fiscal year, all employees shall receive 96 hours of holiday leave. This holiday leave must be used during the fiscal year in which it is earned. Effective the final payroll period each fiscal year, employees shall be paid for all accrued, unused holiday leave at the employee's then-current base rate of pay. Any pay out of unused holiday leave will be accomplished pro-rated at the appropriate base pay rate for employees assigned to a 4-10 work schedule. New hires will receive a pro-rated amount of holiday time based on their hire date.

ARTICLE 28
VACATION

Paid vacations shall be authorized only for regular employees. During the first 12 months of employment, the employee does not earn any vacation. On the thirteenth month of employment, the employee receives 216 hours of vacation and thereafter earns at the following annual vacation rates:

<u>Years of Service</u>	<u>Schedule</u>	<u>Number of Hours</u>	<u>Maximum Accrual Hours</u>
Less than 10 years	24-hour shift	18 hours per month	648
	40 hours/week	12.86 hours per month	
10 through 20 years	24-hour shift	24 hours per month	864
	40 hours/week	17.14 hours per month	
Over 20 years	24-hour shift	30 hours per month	1080
	40 hours/week	21.43 hours per month	

If an employee reaches the vacation accrual maximum, that employee will not accumulate further vacation until such time that the employee's accrual rate returns to below the maximum amount. Under special circumstances and with City Manager approval an employee may be allowed to accrue over the maximum on a temporary basis.

ARTICLE 29
SICK LEAVE

Sick leave shall be accumulated as follows:

- (a) 12 hours per month earned sick leave.
- (b) Employees working a 40-hour week shall earn sick leave at a rate of 8.58 hours per month.

ARTICLE 30
FAMILY
ILLNESS

Sick leave may used for family illness as provided for in the Rules and Regulations (72 hours leave allowed per year) and in the City's Family Care and Medical Leave Policy (Personnel Instruction PI-12).

ARTICLE 31
DOCTOR'S NOTE

Per Rule XI, Section 3 of the City Rules and Regulations:

A department head may require an employee to furnish a doctor's certificate at any time for proof of illness.

ARTICLE 32
JOB
ABANDONMENT

Employees absent from work without authorization or notification for two consecutive shifts shall be construed to have abandoned their employment with the City and be subject to termination.

ARTICLE 33
INSURANCE

Effective January 1, 1990, the City will contract with the Public Employees Retirement System (PERS) for medical insurance. The City will contribute the minimum employer contribution as provided under Government Code section 22825 of the Public Employees Medical and Hospital Care Act (PEMHCA).

(a) The City's contribution as described in sections 1-3 below can be used toward medical and dental premiums. Effective January 7, 2006 the City's contribution toward a cafeteria plan will be as follows:

- (1) Employee only - \$431.88 per month, less minimum employer contribution.
- (2) Employee Plus one dependent - \$848.85 per month, less minimum employer contribution.
- (3) Employee Plus two or more dependents - \$1,118.51 per month, less minimum employer contribution.

(b) In the first pay period of December 2006 the City will provide an additional contribution of \$2,210 per month for all affected employees, toward the health premium costs. The Association may allocate the additional contribution as they desire between the three (3) levels of contribution when the 2007 PERS medical premiums are issued.

(c) In the first pay period of December 2007 the City will provide an additional \$2,470 per month for all affected employees, toward the health premium costs. The Association may allocate the additional contribution as they desire between the three (3) levels of contribution when the 2008 PERS medical premiums are issued.

(d) In the first pay period of December 2008 the City will provide an additional \$2,600 per month for all affected employees, toward the health premium costs. The Association may allocate the additional contribution as they desire between the three (3) levels of contribution when the 2009 PERS medical premiums are issued.

(e) In the first pay period of December 2009 the City will provide an additional \$2,600 per month for all affected employees, toward the health premium costs. The Association may allocate the additional contribution as they desire between the three (3) levels of contribution when the 2010 PERS medical premiums are issued.

(f) The City will provide all represented employees and dependents the same vision care plan as that currently provided to management and confidential and miscellaneous employees.

(g) There shall be no cash back to employees from health care allowances; however, employees are eligible to allocate any portion of their allowance to the City's Section 125 Flexible Benefits Plan.

(h) The City shall pay any surcharge assessed by PERS on the medical insurance premiums up to 3.3%. Any future surcharges shall be paid by the employee.

(i) Effective January 1, 1990, the City shall pay the minimum employer contribution as provided under Government Code Section 22825 of the Public Employees Medical and Hospital Care Act (PEMHCA) for retirees electing to participate in the PERS medical insurance program. The City shall pay any mandated surcharge increases required by PERS.

(j) The City shall provide to all employees covered by this MOU the same basic life insurance as that currently received by management and confidential employees. The policy amount is based on the employee's annual salary, rounded to the next higher thousand, not to exceed a maximum basic life benefit of \$100,000.

ARTICLE 34
MEDICARE/SOCIAL
SECURITY

If Federal Medicare/Social Security is mandated by Congress, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

ARTICLE 35
RETIREMENT

The City shall provide the 3% at 55 retirement program, and shall pay the full share of the employee contribution to PERS.

Effective the pay period including January 1, 2007, the City agrees to take all action necessary to report, and to begin reporting, as additional compensation the value of employer paid member contributions (EPMC), pursuant to California Government Code Section 20636(c). Reporting the value of EPMC shall have no effect on the City's calculations for overtime or special compensation employees receive as a factor of base salary.

ARTICLE 36
SICK LEAVE
BUY-BACK
RETIREMENT
CREDIT

Upon service retirement only, an employee shall have the option of selecting one of the following:

(a) City will buy-back unused sick leave at a rate of one-half its value. If subsequent to a service retirement an employee receives a disability retirement, that employee is obligated to repay the City for any sick leave buy-back already received. The retiring employee shall sign an agreement acknowledging this potential obligation. (**Attachment A**)

or

(b) Effective January 1, 1990, for retirement calculation purposes, seventy-five percent (75%) of an employee's accrued sick leave shall be converted to

service credit, for service retirements only. Upon retirement, an employee with any disability rating which does not *per se* preclude a service retirement will be eligible for this sick leave conversion. If the retirement is later changed to a disability retirement, the employee's service credit shall be recalculated, and the employee shall reimburse the City for any funds received as a result of receiving a pension using the additional service credit. The retiring employee shall sign an agreement acknowledging this potential obligation. (**Attachment A**)

ARTICLE 37
SICK LEAVE
CONVERSION

Employees shall be permitted to convert sick leave to vacation leave on an annual basis as follows:

- (a) If an employee has ninety-one (91) to one hundred forty-four (144) unused hours of sick leave earned in the fiscal year, the employee receives one-half of the unused sick leave credited to vacation and the remainder carried over as sick leave.
- (b) If an employee has sixty (60) to ninety (90) unused hours of sick leave earned in the fiscal year, the employee receives one-quarter of the unused sick leave credited to vacation and the remainder is carried over as sick leave.
- (c) If an employee has fifty-nine (59) hours or less of unused sick leave earned in the fiscal year, the employee receives no conversion to vacation and the entire unused sick leave is carried over as sick leave.

ARTICLE 38
RETIREMENT
HEALTH
INSURANCE

(a) Any employee who takes a service retirement, and who has a minimum of twenty (20) years of service with the City, shall receive \$300 per month. Said payment will be used toward the premiums of a health insurance plan, with proof of medical insurance coverage being provided when an employee qualifies, until one or both of the following occur:

- 1. The retiree reaches 65 years of age; or
- 2. The retiree becomes eligible for Medicare.

(b) Effective the pay period including August 1, 2008 the City will increase the amount of the stipend to \$400 per month.

(c) The City and the Association recognize that this payment is subject to all I.R.S. rules and regulations of the federal Internal Revenue Code and state tax codes.

ARTICLE 39
PERS SURVIVOR
BENEFITS

The City will continue to provide the 1959 PERS Survivor Benefit Level 4, for the families of all active employees covered by this MOU. The City will continue to provide the Post Retirement Survivor Allowance 50% and Post Retirement Survivor Allowance Continues benefits.

ARTICLE 40
GRIEVANCE
PROCEDURE

- (a) The purpose of Grievance Procedures is:
1. To promote Employee-Employer relations by establishing procedures on grievance matters.
 2. To provide that grievances shall be settled as near as possible to the point of origin.
 3. To provide that the grievance procedures shall be as informal as possible.

(b) A "grievance" shall be defined as a dispute between an employee, group of employees, the Association on behalf of an individual employee or group of employees, and the City, including supervisory personnel, regarding the application or interpretation of specific provisions of the Memorandum of Understanding or City Personnel Rules or Regulations.

(c) Grievances must be submitted on the approved Fire Association Grievance Form or in a letter with a description of the nature of the grievance, a description of the specific policy(ies) or rule(s) that have alleged to have been violated and the requested remedy, within the proper time frames in order to be considered. Time limits for filing formal grievances may be extended by mutual agreement of the parties.

(d) There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below:

Step 1: If an employee is not satisfied with resolving the issue through an informal process, i.e. verbal discussion with his immediate supervisor, the employee may submit the issue for formal review by completing a grievance form, stating the specific City Personnel rule or regulation and/or provision(s) of the applicable MOU that was improperly applied and stating the specific resolution desired. This request should be submitted to the Department Head or his designee for review within 20 working days of any informal discussion. The Department Head or designee will give a written reply by the end of the fifth (5th) working day following the date the grievance was submitted.

Step 2: If the grievance is not settled in Step 1 of the formal process, the employee must, within five (5) working days, present the grievance to the Human Resources Director for processing. The failure of the grievant to take this action shall constitute a waiver of the grievance, unless time limits are extended through mutual agreement.

Step 3: Within ten working days of receipt of the grievance, the Human Resources Director will set up a meeting between the employee and his representative with the City Manager or his designee to review the issues. A written decision will then be rendered within fifteen (15) working days

of the meeting. The decision of the City Manager will be final, except for purposes of judicial review.

It is not intended that the grievance procedure be used to effect changes in the established salary and fringe benefits.

Either the City or the Association may call any employee as a witness to any of the above steps, and the City agrees to release said witness from work if he is on duty. If an employee is called by the City, the City will reimburse the employee per the Fair Labor Standards Act; if called by the Association, the Association will pay the expense.

ARTICLE 41
DISCIPLINARY
APPEAL PROCESS

GENERAL POLICY: The City is committed to following the principles of progressive discipline. Disciplinary actions should be designed to fit the nature of the problem. The particular action imposed shall depend on the severity of the misconduct, the particular factual circumstances involved and take into consideration other incidents with comparable circumstances.

PROVISIONS:

(a) Disciplinary actions defined:

1. Oral/Written Warning

The use of an oral or written warning shall not be considered disciplinary action, and shall be used as a tool by supervisors to address performance problems or minor instances of misconduct and may be initiated at any time. The supervisor or manager will review with the employee both the specific deficiencies in question and the City's standards. The cause(s) of the deficiency will be identified along with specific improvement needed. The employee should be advised of the action that will be taken should he or she fail to achieve the improvement outlined within the time period specified. Any written warnings will be kept in the supervisory file, not the official personnel file, and a copy given to the employee. The supervisory file is intended to be a temporary file to record performance, both positive and negative, throughout the performance year. Once the performance evaluation is completed for the year, all items in the file should be referenced in the performance evaluation if appropriate, and discarded at the end of the performance year.

2. Letter of Reprimand

A Letter of Reprimand generally is appropriate to correct instances of more serious circumstances or employee misconduct which do not warrant suspension or discharge, repeated instances of minor misconduct or identified performance problems. The purpose of a Letter of Reprimand is to put the employee on notice that the City will take other disciplinary action unless immediate, real and consistent improvement in performance is demonstrated. Any decision to issue a Letter of Reprimand should be reviewed by the Human Resources Department. The supervisor or

manager issuing the Letter of Reprimand shall meet with the employee to discuss specific improvements required within a defined time period to avoid further disciplinary action. A copy of the Letter of Reprimand will be placed in the employee's official personnel file.

3. Suspension

Suspension is the temporary removal of an employee from his duties without pay for up to thirty (30) calendar days.

4. Reduction in Pay

A Reduction in Pay is a reduction in hourly salary for a limited and defined period of time, and does not result in any classification change. The employee continues to report to work for the duration of the Reduction in Pay.

5. Demotion

Demotion is the movement of an employee from his current classification to a new classification having a lower salary range.

6. Discharge

An employee may be discharged for cause. Employees who are considered At-Will may be removed at any time.

(b) Pre-Disciplinary Procedure

If an employee is to be suspended, receive a reduction in pay, be demoted or discharged, the employee shall:

1. Receive written notice of the intended action at least 7 days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the action is based.
2. Receive copies of any known materials, reports or other documents upon which the intended action is based.
3. Be accorded the right to respond in writing within a reasonable period of time to the intended charges.
4. Be accorded the right to meet within a reasonable period of time with the Department Head or designee who has the authority to modify or eliminate the intended disciplinary action.
5. Be given the written decision of the Department Head or designee prior to the effective date of the disciplinary action.

(c) Appeal Process

1. A disciplinary action of suspension of 3 days or less, or suspension of 24 hours or less for shift employees, is grievable. The

grievance process is detailed in Article 40.

2. A disciplinary action of suspension exceeding 3 days or more, or exceeding 24 hours for safety employees, reduction in pay, demotion or discharge is appealable, using the process described below.

Appeal Procedure:

Step 1: The employee may appeal to the City Manager within five (5) days of receipt of the disciplinary action. The City Manager or his designee shall call for a hearing to be held within ten (10) days from the receipt of the appeal and the discussion at said meeting shall be recorded. The Human Resources Director or her designee shall present the testimony on behalf of the City and the employee or his representative shall present the testimony on behalf of the grieving party(ies). The City Manager or his designee shall hear both sides of the issue and within fifteen (15) days from the date of such hearing, render a decision in writing to the employee.

Step 2: The employee then has ten (10) days to file an appeal of the City Manager's or his designee's decision with the Board of Review. In cases of discharge or reduction of pay or suspension of five (5) days or less, a decision on the appeal may be made without hearing at the discretion of the Board of Review and after examination of written materials submitted by all parties concerned.

Step 3: The appointing officer may thereupon affirm, revoke or modify the action taken as in the judgment of such officer shall be deemed warranted. The decision of the appointing officer shall then be final and conclusive and shall not be reviewable in any court.

(d) Retention of Documents

Any disciplinary action up to the level of a suspension of six hours or less shall be removed from an employee's personnel file no earlier than 18 months after the date of issue if the following conditions are met:

1. No discipline has been imposed during the eighteen month period after the discipline was issued;
2. The employee requests the removal in writing to the Human Resources Director.

(e) Examples of Misconduct

It is impossible to provide an exhaustive list of the types of impermissible conduct. However, misconduct that may result in disciplinary action, up to and including discharge includes, but is not limited to, the following examples:

1. Insubordination, including: (a) refusal to follow a work order; (b) insulting or demeaning the authority of a supervisor or manager; or, (c)

foul or abusive language directed at a supervisor or manager.

2. Intentional or negligent conduct that damages City property or the property of another employee, a customer, a vendor, or a visitor. Removing from the premises without authorization, the property of the City, a City employee, customer, vendor, or visitor. Property includes, but is not limited to, records, supplies, materials, equipment, land or facilities. Intentional or negligent misuse of City property, or the property of another employee, customer, vendor, or visitor.

3. Fighting or provoking a fight on City time or property; engaging in horseplay or other action that endangers City property or disrupts work; failure to work cooperatively with others.

4. Harassing, threatening, intimidating, or coercing any other employee, customer or visitor, including any violation of the City's Harassment Policies.

5. Bringing or possessing weapons or any other dangerous device onto City property without authorization.

6. Disregarding any safety, fire prevention or security rule or practice, or engaging in activity that creates a safety, fire or security hazard.

7. Failing to report a work-related accident or injury immediately, or as soon as circumstances permit.

8. Soliciting or accepting reimbursement or gratuities for services from customers or any other person during working hours or while on City premises; unauthorized vending, solicitation or sales of goods or services to other employees, customers, or visitors during working hours or while on City premises.

9. Excessive tardiness or unscheduled absenteeism for any reason whether or not reported; abuse of sick leave.

10. Failing to notify one's supervisor of absence and the reason for absence prior to the start of a shift; leaving City premises or one's assigned work area during working hours without permission; failure to abide by lunch or break periods or working unauthorized overtime.

11. Submitting an employment application containing false or misleading information.

12. Unauthorized dissemination of proprietary information or employee records on files; falsifying or destroying any City records, including, but not limited to, any timekeeping records or customer records.

13. Conviction of a felony or conviction of a misdemeanor involving moral turpitude which relates to the employee's ability to perform the duties of his/her position. For purposes of these rules, a plea of "nolo contendere" or "no contest" will constitute conviction.

14. Failing to obtain or maintain any required license, registration, certifications, or permit.

15. Incompetence; failing to meet acceptable performance standards;

failure to perform assigned duties.

16. Dishonesty.
17. Performance of non-City work on work time.
18. Any other misconduct which affects the work environment or the quality customer relations or any other violation of established City policy.

ARTICLE 42
PROMOTIONAL
TESTING &
ELIGIBILITY
LISTS

The Association agrees that the eligibility lists for promotional positions covered by this Agreement may be extended up to twenty-four months, in six-month increments.

Promotional exams will be conducted as the needs require, but must occur within a span of four years. In other words, at least one promotional exam for Fire Engineer/Paramedic and Fire Captain/Paramedic shall be scheduled within a four-year timeframe from the date the eligibility list was established for the prior test for each class. The parties have agreed that Human Resources will provide a minimum of four months between posting and administering a promotional exam.

In order to minimize the impact on departments and staff, the goal shall be to maintain a two-year gap between test administrations for each class. However, should the need arise to administer both promotional examinations concurrently the Human Resources staff agrees to wait at least four months before administering the second promotional exam, unless the parties agree to a different schedule.

In the absence of a promotional test, the Fire Department will develop an internal process to verify that eligibles may continue to serve in an acting capacity for Fire Engineer or Fire Captain. The Fire Chief shall have the final decision on verifying eligibles.

ARTICLE 43
SENIORITY
POINTS

In all examinations, seniority credit of 0.25 of 1 percent for each full year of current permanent service, up to a maximum of three (3) points, shall be given to fire department employees covered by this MOU. Said credit shall not apply to positions in the management/confidential classifications. Seniority credit will be allowed and computed as follows:

An employee receives 0.25 of 1 percent for each full year of permanent service with the City, up to a maximum of three (3) points. Deductions from such credit shall be made for all absences of three (3) months or more where the employee has not terminated but was not actively working.

The seniority points shall be calculated as of the final day of the filing period for the examination.

ARTICLE 44
PROBATION

All new appointments within the Fire Department shall serve a probationary period of twelve (12) months. Probationary periods may be extended for a period of not to exceed six (6) months as provided for in the City's Rules and Regulations.

ARTICLE 45
CONSTANT
STAFFING

The term "constant staffing" refers to procedures established to ensure that fire suppression staffing levels are maintained at a predetermined number of personnel. A predetermined number of personnel is established by the number of currently authorized Fire Department positions and by the organizational assignment of personnel. The Association and the City agree that the current constant staffing program of eight (8) persons per shift shall be maintained excepting that the City, in anticipation of vacancies, may hire three (3) additional fire employees to fill anticipated vacancies for a period not to exceed four (4) months prior to such vacancy actually occurring unless such time limit is specifically waived by the Association. An employee shall be mandated to work to maintain constant staffing levels; however, Paid-Call Firefighters shall not be included in the constant staffing calculations.

ARTICLE 46
WORK STOPPAGE
PROHIBITION

Prohibited Conduct

(a) The Association, its officers, agents, representatives, and members, agree that, during the term of this Memorandum of Understanding or any agreed upon extensions of the MOU, they will not call or engage in any strike, walkout, work stoppage, sick-out, blue flu, concerted withholding of services by employees represented by the Association, disruption of City services, or honor any job action by any other employee or group of employees of the City or any union or association of employees by withholding or refusing to perform services; provided, however, that by executing this Agreement neither the Association nor any of its members waive their rights (1) under Section 6300 et seq. of the California Labor Code to refuse to work under unsafe conditions and (2) under the United States and California Constitutions to exercise their rights of freedom of speech, assembly, and association such as engaging in lawful informational picketing.

(b) In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited above, the Association shall immediately instruct, in writing, any persons engaging in such conduct that their actions are in violation of this Memorandum of Understanding and are unlawful, and that they must immediately cease such conduct and return to work.

(c) In the event the Association carries out in good faith its responsibilities set forth in Paragraph 2 above, it shall not be liable for the actions of any individual who participates in conduct prohibited by Paragraph 1 above. Any employee, who participates in any conduct prohibited above or violates any other City Rule or Regulation, shall be subject to disciplinary action up to and including termination by the City. This shall not abrogate the right of any employee to receive all due process guaranteed to him in procedures relating to disciplinary action.

ARTICLE 47
DUES
DEDUCTIONS

If the Association requests to have the City deduct dues, dues will be deducted at a flat dollar or percentage amount per pay period per employee.

ARTICLE 48
DIRECT DEPOSIT
PAYCHECKS

Employees hired prior to November 23, 1985, may voluntarily participate in the City's direct deposit payroll plan. A \$5 fee per paycheck (including lost checks) will be charged for all employees hired prior to November 23, 1985, who do not participate in the direct deposit program. Employees hired after November 23, 1985 shall receive their biweekly compensation through the City's direct deposit payroll program.

ARTICLE 49
GARNISHMENTS

Employees receiving more than two garnishments (not including child support) in a ten-year period may be subject to immediate termination subject to Skelly provisions. A \$25 set up fee and \$5 service charge per garnishment per payroll check shall be charged to the employee by the City.

ARTICLE 50
PAID-CALL
FIREFIGHTER
PROGRAM

The Association acknowledges that it does not represent the Paid Call Firefighters employed by the City. The City will, however, meet and confer with the Association with respect to any changes in the Paid Call Firefighters Program which affect the terms and conditions of employment of the employees represented by the Association, to the extent that such effects are subject to bargaining under the Meyers-Milias Brown Act.

ARTICLE 51
PHYSICAL
EXAM PROGRAM

Purpose: The Physical Exam Program is intended to improve the well-being and quality of health for Manhattan Beach Fire Association employees and is based upon the understanding that early detection of medical problems can save lives.

- The parties agree the goal is to implement the Program within one (1) year of the adoption of this MOU.
- All Association members shall participate in the program.
- The City shall pay for the physical exams. However, if an employee decides to seek a second medical opinion, or if an employee wishes to have a physical exam more frequently than what is provided by the program, the employee shall be responsible for paying for the exam or using his medical insurance coverage.

The parties have discussed and agreed to the following terms of the Program. Once the Program has been finalized within the timeframe above, the Program will be set forth in writing as a side letter to this agreement.

1. Timeframes: 3-2-1
A baseline exam will be provided for all members in the first year of the Program. Employees will be examined according to the following schedule after the baseline year:
 - Up to age 40 = every 3 years
 - Up to age 50 = every 2 years
 - Age 50+ = every year
2. Exam Components
The basis of the exam components will be NFPA 1582 Sections 7.4.3 – 8.1.2.

3. Exam Provider(s)
An Advisory Committee made up of up to two (2) Association members and two (2) City staff members will gather provider names and interview the most qualified providers and observe their facilities. Providers who can conduct the entire exam in one facility are preferred. The Advisory Committee's recommendation will be forwarded to the Human Resources Director for final approval and implementation. In the event the Committee's recommendation is not approved, the matter shall be referred back to the Committee.
4. Medical Records
A copy of the exam results will be provided to the employee. The City will not receive medical records resulting from these physical exams.

ARTICLE 52
EMPLOYEE/
EMPLOYER
RELATIONS
RESOLUTION

The parties have agreed that if, during the term of this MOU, the City requests to discuss the Employee/Employer Relations Resolution, they will do so and honor the obligation to meet and confer as set forth in the law.

ARTICLE 53
ADDITIONAL
DUTIES

The City agrees that during the term of this Memorandum of Understanding, members of the Firefighters' Association shall not be required to perform non-Fire Department related duties; provided, however, that notwithstanding any other provision of this paragraph, members of the Firefighters' Association may also, from time to time, be required to perform other duties related to emergency operations, or other duties specifically provided for in this Agreement. Before the assignment of any duties that are not allowed by this paragraph or this Agreement, the City will meet and confer with the Fire Association.

ARTICLE 54
POLICY
MANUALS

The Manhattan Beach Firefighters' Association and the two fire stations will be provided with up-dated City and Department Policies and Procedures.

The Fire Department will provide:

Standard Operating Guidelines
General Orders
Department Rules and Regulations
Training Manual (will be included in SOGs)
Policy Memos

The Human Resources Department will provide:

Administrative and Personnel Instructions Manual
Personnel Rules and Regulations
Current MOU and Addendums

Nothing in this article precludes the City from consolidating these manuals. The City will provide up-dates as they occur, but it will be the station personnel and the Association's responsibility to insure that these up-dates are placed in the manuals.

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all preliminary negotiations of whatever kind or nature are merged herein. The parties hereto have caused this Memorandum of Understanding to be executed this ___ day of February, 2006.

MANHATTAN BEACH FIREFIGHTERS'
ASSOCIATION

CITY OF MANHATTAN
BEACH

By _____
Dave Shenbaum, Fire Captain/Paramedic

By _____
Geoff Dolan, City Manager

By _____
Tom Desmond, Fire Fighter /Paramedic

By _____
Marcie Scott, Human Resources Director

By _____
Mike Murrey, Firefighter/Paramedic

By _____
Bruce Moe, Finance Director

By _____
Jeff Rice, Firefighter/Paramedic

By _____
Danielle Higdon, Sr. Human Resources Analyst

By _____
Robert M. Wexler
Silver, Hadden & Silver

By _____
Ken Shuck, Battalion Chief

ATTACHMENT A

Waiver for Sick Leave Buy Out – Article 36

I have requested payment for accrued sick leave (payable at the rate of one half its value) as is customarily paid to retiring employees taking service retirements. However, I acknowledge by my signature below that I have applied for an industrial disability retirement and that I understand that if I receive such a retirement I will not be eligible to receive pay for accrued sick leave and must refund the full amount of such pay to the City.

I hereby agree to make such a repayment in full of all accrued sick leave within thirty (30) business days of receiving notice that my application for industrial disability retirement has been granted. I acknowledge that failure to do so may result in the City taking legal action against me to collect the amount I have received for accrued sick leave and that I may be subject to paying interest at the then prevailing legal rate on the amount owed, court costs and attorney fees.

Employee Name: _____

Signature: _____

Date: _____

RESOLUTION NO. 6017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, ADOPTING THE MEMORANDUM OF AGREEMENT (MOU) BETWEEN THE CITY OF MANHATTAN BEACH AND THE MANHATTAN BEACH FIREFIGHTERS' ASSOCIATION (MBFA)

WHEREAS, the City of Manhattan Beach ("City") and the Manhattan Beach Firefighters' Association (MBFA) have met and conferred in good faith; and

WHEREAS, the parties reached tentative agreement on the terms of a new Memorandum of Understanding (MOU) on January 20, 2006; and

WHEREAS, the Manhattan Beach Firefighters' Association ratified the new MOU on January 30, 2006;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND DECLARE AS FOLLOWS:

SECTION 1. Adopt the Memorandum of Understanding between the City and MBFA for the period of August 1, 2005 through July 31, 2010.

SECTION 2. The City Clerk shall make this Resolution reasonably available for public inspection within thirty (30) days of the date this Resolution is adopted.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED and ADOPTED this 7th day of February, 2006.

Ayes:
Noes:
Absent:
Abstain:

Mayor, City of Manhattan Beach, California

ATTEST:

City Clerk