

**COLLECTIVE BARGAINING
AGREEMENT**
Between
**THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
AFL-CIO**
**UNIFORMED FIRE FIGHTERS
ASSOCIATION LOCAL 287**
and
**THE CITY OF LONG BEACH,
NEW YORK**
July 1, 2004 - June 30, 2010

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THE CITY OF LONG BEACH, NEW YORK
July 1, 2004 - June 30, 2010

THIS AGREEMENT entered into this 29th day of December, 2005, by and between the CITY OF LONG BEACH, NEW YORK, hereinafter referred to as the "City", and LOCAL 287, IAFF, UNIFORMED FIREFIGHTERS ASSOCIATION, AFL-CIO, Long Beach, New York hereinafter referred to as the "Association".

ARTICLE I
TERM OF AGREEMENT

- A. This Agreement shall be effective from the first day of July 2004, and shall continue in full force and effect including the 30th day of June 2010.
- B. Negotiations for a new Agreement to succeed this one shall commence no later than April 1, 2010.

ARTICLE II
ASSOCIATION RECOGNITION and DUES DEDUCTION

- A. The City recognizes the Association as the exclusive bargaining agent of all City employees in the following unit: paid professional members of the fire fighting force in the ranks of Fire Fighter, Lieutenant (including all specializations) and any full-time professional personnel assigned to the Fire Department as the City may deem necessary, and excluding all Volunteer members of the Fire Department.
- B. The City recognizes the obligation of those members who are or who may become members of the Association to pay their Association dues, and the City agrees to deduct Association dues from the wages of all Association members who appear on the City payroll, and forward such dues, together with a list of employees for whom dues deductions are made, to the Association. Dues deductions are to be made each pay period.
- C. The City shall recognize the members of the Association (paid employees) as the primary emergency response unit, including EMS, EMS transportation, fire suppression, and hazardous materials incidents.

ARTICLE III

WORK WEEK, SCHEDULING, TOURS, ADDITIONAL TIME & LIGHT DUTY

- A. The existing work schedule of twenty four (24) hours on duty and seventy two (72) hours off duty shall be continued.

- B. Overtime shall be allocated, where possible, equally in rotation on the basis of seniority and suitability (equally trained and/or qualified personnel for the personnel in whom the opening exists.) An employee who works overtime shall receive time off at the rate of time and one-half or payment at the rate of time and one-half for all overtime hours worked.
- C. In the event, under any circumstance, it is determined that the tour should be increased, then and in that event, Firefighter and Officer personnel shall be chosen on the basis of qualifications and seniority.
- D. When any employee is assigned by competent authority to work out of rank or title at a higher rank or title than the employee's regular rank or title, the employee shall be compensated for working in that position, for the time worked, on a per diem basis which shall reflect the difference between the employee's regular salary which the employee would receive if promoted, regularly to the higher title or rank.
- E. Working out of rank or title assignment shall be determined on the basis of qualification and seniority from the on duty tour.
- F. Employees shall be permitted to accrue up to 480 total hours of compensatory time.

The employee at his/her option can receive a total of a ten thousand dollar (\$10,000.00) paydown during their employment with the City. All requests for said paydown must be made by the Association to the City Manager. There shall be a maximum cap of thirty thousand dollars (\$30,000.00) per fiscal year. The employee may receive payment in excess of said ten thousand dollars only with written approval of the City Manager. The employee shall be paid within thirty (30) days of said request unless the City does not have a sufficient cash flow to make such payment, in which case the City shall make said payment within a reasonable time.

In the event that an employee's compensatory time does not exceed the 480 hour cap, such time will be credited for the benefit of the employee and accumulated by the employee from year to year until retirement, dismissal or separation from service. This shall be governed by the F.L.S.A. laws in effect.

The City Manager, or his/her designee, may direct and schedule those employees who have more than four hundred and eighty (480) hours of accumulated time, to use such excess time and take time off in order to reduce the amount of accrued compensatory time. The employee shall be entitled to fifteen (15) days notice. This determination shall be at the non-grievable discretion of the City Manager, or his/her designee.

The use of any compensatory time shall be subject to approval and the reasonable needs of the department. Requests for compensatory time may be denied if the taking of such compensatory time would cause the payment of overtime compensatory time to another employee as a replacement.

- G. All employees not otherwise on duty ordered to participate in the annual Memorial Day Parade and /or services shall be compensated accordingly.
- H. Due to the extra hours worked in the existing work schedule, each member shall be entitled to receive one hundred and four (104) hours off, provided that said employee requests said time off forty-eight (48) hours in advance and is given approval for said time off. Any employee that does not take this time off shall have such time credited to his or her personal time bank for accrual purposes and such time will be paid to that employee upon retirement by the formula stated in Article VIII for accrued personal time.
- I. All time spent, other than normal working hours, attending approved classes, refresher courses and /or seminars will be compensated at straight time. The City shall give employees the time off to attend said approved classes, refresher courses and/or seminars.
- J. When a firefighter suffers a Line of Duty Injury (LODI), they have 48 hours to report to the Department Surgeon for a duty determination. (Out Injured, return to duty) If the Department Surgeon determines that the employee will be out for an extended period of time, the employee will be required to report on a monthly basis for medical evaluation and duty status determination. (no duty, light duty, full duty). The first evaluation of light duty status will occur 30 days after the initial injury.

Firefighters that are unable to perform light duty must expeditiously, but not to exceed one consecutive year, file for New York State retirement disability benefits. Failure to do so will result in suspension of salary and benefits.

A firefighter on light duty will continue to work their tour unless there is a mutually agreed upon change of work schedule.

Firefighters on light duty are under direction of the Executive Officer.

The responsibilities of firefighters assigned to light duty shall include, but not be limited to, building familiarization, education, safety classes, distribution and education of "the vial of life" pack, attending firefighting and EMS classes or seminars and other administrative duties currently performed pertaining to the scope of their firefighting and EMS duties.

- K. A mutual exchange of tours will be permitted between any two employees upon the written approval a superior officer.
- L. In the event of a transmission of "All Hands" all employees who respond shall be deemed on duty and paid at time and a half.
- M. By separate agreement the parties have provided for minimum manning which are not part of the terms and conditions of this contract

ARTICLE IV

SALARY

- A. Effective July 1, 2004 = 3.25%
- Effective July 1, 2005 = 3.50%
- Effective July 1, 2006 = 3.75%
- Effective July 1, 2007 = 3.75%
- Effective July 1, 2008 = 4.0%
- Effective July 1, 2009 = 4.0%

Said percentages shall be an increase based on the existing base salaries as detailed in the attached Appendices.

- B. If possible, separate checks shall be issued for any extra compensation. (overtime, etc).
- C. The parties to this agreement acknowledge and agree that all payments of salary and longevity pay made on or before the date of this contract have been made in the proper amounts.
- D. The Association agrees that the City shall not be responsible for the payment of any retroactive pay prior to July 1, 2006.
- E. The parties agree that holiday pay and EMT & EMT-CC allowances shall be calculated based on the prior Contract for the time period January 1, 2006 thru June 30, 2006.
- F. The Association agrees to withdraw any and all pending or currently known but not yet filed, grievances as a condition of this agreement.

ARTICLE V

CONTINUITY OF FRINGE BENEFITS

- A. An employee who is sick or injured shall be paid the employee's salary and receive insurance and all benefits so long as the employee is employed as a fire fighter by the City. The benefits shall include, but shall not be limited to terminal leave, personal hours, sick leave, uniform allowance, equipment allowance and vacation allowance.
- B. All fire fighters who are injured or become ill in the performance of the employee's duties within the meaning of Section 207- a of the General Municipal Law and is unable to work shall receive all of the benefits under this contract as directed under General Municipal Law Section 207-a.

ARTICLE VI

HOLIDAYS

- A. The following shall be considered holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln's Birthday February 12
- Washington's Birthday February 22
- Good Friday
- Memorial Day May 30
- Flag Day June 13
- Independence Day July 4
- Labor Day
- Columbus Day October 12
- Election Day
- Thanksgiving Day
- Christmas Day

- B. Qualified veterans who work on Veterans Day shall receive compensatory time off, computed at straight time.
- C. Any employee who actually works on a holiday shall receive time and one half of compensatory time added to their compensatory time bank for the number of hours worked.

ARTICLE VII

LONGEVITY

- A. All uniformed fire fighters under this Agreement who have served six (6) years with the City shall advance to the L- 1 longevity step; and, in addition thereto, the L2 longevity step at the completion of ten (10) years of service; and further, in addition thereto, the L-3 longevity step at the completion of fifteen (15) years of service, and further, in addition thereto, the L-4 longevity step at the completion of twenty (20) years of service.
- B. Employees shall have the right to defer to the date of their retirement payment of their longevity pay during their last two (2) years of employment prior to retirement.
- C. Employees shall be eligible to receive salary and longevity increments, if any, on the anniversary date of their employment.
- D. Fire fighter's longevity pay shall be at the rates reflected in the salary Appendices.
- E. Longevity pay shall be pro-rated for all employees who are hired by or who separate from employment with the City mid-fiscal year.
- F. The amount of longevity pay to all employees entitled to such pay shall be reflected in this agreement.

ARTICLE VIII

TERMINAL LEAVE

- A. Upon any separation other than for just cause, each employee who has completed at least ten (10) years of service or who separates from service due to a line-of-duty injury or death at any time shall receive forty (40) hours pay for each year of service completed with the City of Long Beach Fire Department and a pro-rated number of days for each additional fraction of a year.
- B. An employee may choose to receive a lump sum cash payment for unused sick leave, personal days, vacation days, compensatory time and terminal leave immediately upon the employee's termination or at any installment schedule which is determined by the employee pursuant to which payment shall be made within five (5) years of termination. If the employee elects to receive a lump sum payment upon separation, and the City does not have a sufficient cash flow to make such payment, then the City shall make said payment within a reasonable time.
- C. The following schedule will be used to compute an employee's pay-out on separation from the City's employment. Terminal Leave as stated above, sick leave paid at fifty (50) percent as stated in Article XI Section D, vacation hours paid hour for hour as stated in Article XV Section E, personal hours paid hour for hour as stated in Article IX, and compensatory hours paid hour for hour as stated in Article III Section F.

ARTICLE IX

PERSONAL LEAVE

- A. All employees are entitled to sixty (60) hours per year, except that personal leave shall be pro-rated for all employees who are hired by or who separate from employment with the City mid-fiscal year. This time is to be used pending the approval by the Commissioner or his/her designee, whose approval is not to be arbitrarily or unreasonably denied. Personal leave requests must be submitted not less than forty-eight (48) hours prior to the date requested and may not be taken unless approved in writing by both the employee's group commander and the commissioner or his or her designee, except in the case of an emergency can be approved by the immediate tour supervisor.

ARTICLE X

SICK LEAVE

- A. An employee who is certified by a duly licensed physician to be sick and unable to work shall be paid by the City the full amount of the employee's regular salary or wages during the employee's sickness. The City shall have the right to examine the said fire fighter at any time to determine the employee's fitness for duty. If a doctor's note is required to document an illness, the City must engage a physician to conduct said examination at its own expense.

ARTICLE XI

UNUSED SICK LEAVE

- A. Each employee hired prior to July 1, 1985, shall receive credit for 312 hours of sick leave for each year of service, minus any sick leave taken (except for line-of-duty injury leave).
- B. For employees hired after July 1, 1985, in years 1 through 4, they shall receive 180 sick hours per year and at the start of the fifth year, 240 sick hours per year.
- C. For all employees, any unused sick leave shall be accumulated from year to year with a maximum accumulation of 4,800 hours.

- D. Upon termination of employment, except for resignation for cause or discharge for cause, any employee with a minimum of ten (10) years service shall receive a sum of monies equal to fifty (50%) percent of the accumulated sick leave time and effective July 1, 2006 there shall be a maximum accumulation of 3,000 hours. However, if any employee with less than ten (10) years of service retires with an accidental or job-related disability or death, the employee shall be entitled to receive this benefit. This provision does not in any manner affect the sick leave provision under Article X of the Agreement.
- E. Notwithstanding the provisions of paragraphs "A" and "B" above, sick leave shall be prorated for employees who are hired by or who separate from employment with the City mid-fiscal year.

ARTICLE XII

HOSPITALIZATION and INSURANCE

- A. The City will provide each active employee and qualified retiree, as set forth below, and his / her dependents, at no cost to the employee or qualified retiree, with health plan protection at the present level of benefits, except as specifically set forth below.

The City has the right to change health insurance providers so long as there is no decrease in benefit levels. Before making such a change, the City shall notify and accept comments from the Union.

- B. Qualified Retirees. The City shall provide and pay for the aforementioned hospital and major medical coverage only for retired employees and their families, when they meet the following qualifications.
 - 1. Employees who have twenty (20) years of service in the Police and Fire Retirement System and fifteen (15) years with the city of Long Beach Fire Department are qualified.
 - 2. For all employees who retire as the result of an accidental, job-related or ordinary disability, pursuant to Section 360 or 363 of the New York State Policemen's and Firemen's Retirement System. This insurance shall be provided regardless of age upon retirement.

The City will not be liable to provide the aforementioned benefits to qualified retirees as described above if said retired employee is gainfully employed by another employer who offers the same or equal coverage.

- C. In the event of line of duty death, the surviving spouse and/or dependent children shall be provided continuation of all health and dental insurance coverage until Medicare is

received or spouse remarries. Upon the death of an active employee the surviving spouse and/or dependent children shall be provided continuation of all health and dental insurance coverage for three (3) years at no cost. Upon the death of a retired employee the surviving spouse and/or dependent children shall be provided continuation of all health insurance coverage for one (1) year at no cost.

- D. All employees who come under the terms and conditions of this Agreement are currently provided with health insurance for both single and family coverage by the New York State Health Insurance Program for Government Employees-Empire Plan. All premium costs associated with said plan will be borne by the City.

The Association hereby accepts the New York State Health Insurance Program for Government Employees-Empire Plan and its benefits levels as they currently exist. Notwithstanding the terms of any specific health plan that may be in effect, the City shall reimburse Association members for out of pocket expenses that exceed the following levels:

Co-Pay (Physician/Specialist visits):	\$10.00
Co-Pay (Prescription):	\$5.00 for generic drugs \$15.00 for non generic drugs
Emergency Room Visits:	\$50.00
Out of Network Deductible:	\$350 individual; \$700 employee and spouse; \$1,050 family

The City affirmatively states that it will use best efforts to research claims and make reimbursements to members in a timely fashion.

The Association agrees that its members shall use their best efforts to use generic drugs and to submit generic appeals forms as necessary to the applicable health insurance company.

The parties shall meet periodically to discuss the expenses and any increased costs of health and dental insurance.

The Association agrees that the City shall not be responsible for the payment of any reimbursement occurring prior to January 1, 2006.

- E. Employees, if covered by health insurance from other policies, may elect to withdraw from City medical coverage. One calendar year after such withdrawal employees shall be entitled to receive one-third (1/3) of the savings to the City with a maximum of five hundred dollars (\$500.00) for individual declination and one thousand five hundred dollars (\$1,500.00) for family declination. Employees whose spouse is also employed by the City shall receive the family maximum of one thousand five hundred dollars (\$1,500.00) for health insurance declination each year.

- F. A Labor-Management Committee shall be established to review and set guidelines for the Employees' Assistance Program for the treatment of drug and / or alcohol problems.
- G. The City shall continue to pay for life insurance coverage for each active employee in the amount of twenty five thousand dollars (\$25,000.00). Retired employees shall have coverage up to seven thousand five hundred dollars (\$7,500) until attaining the age of sixty-five (65) at which time the City shall stop paying for said insurance.
- H. The City agrees to provide on or before March 1, 2006, the following dental and eyeglass coverage, as follows:

Dental

\$1500 maximum coverage per person per calendar year.

\$2000 maximum lifetime orthodontia coverage per person.

The parties agree that the City has the right to change the dental plan, provided that the level of benefits (as provided through the GE Dental Plan as of March 1, 2006) is maintained.

Eyeglass: \$100 per person every two (2) calendar years.

ARTICLE XIII

FUNERAL & DEATH BENEFITS

- A. The City shall contribute a sum of twenty thousand dollars (\$20,000) to be applied to the cost of funeral and burial expenses of an employee killed in the line of duty, or while in the performance of the employee's duties as a fire fighter.
- B. The City shall continue the benefits provided under Section 208-B of the General Municipal Law providing for death benefits for the surviving spouse and children of an employee who dies in the line of performance of duty and shall adopt Section 208-C of the General Municipal Law providing for death benefits of an employee who leaves no surviving spouse or children and who dies in the line or performance of duty.

ARTICLE XIV

BEREAVEMENT LEAVE

An employee, upon application to the employee's Superior Officer, shall be granted one full tour

of duty or its equivalent, with full pay in the event of a death of anyone in the employee's "immediate family". "Immediate family" shall be defined as the employee's spouse, child, father, mother, brother, sister, parent-in-law, step-parent, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parent and foster children. In the event of the death of anyone not enumerated above, an employee may request personal leave which shall not be unreasonably denied.

ARTICLE XV

VACATION ALLOWANCE

- A. All employees hired prior to July 1, 1985, shall earn sixty (60) hours paid vacation leave for each calendar month of service at the full amount of the employee's salary or wages.
- B. All employees hired after July 1, 1985, in years 1 through 4, shall earn three hundred and sixty (360) hours vacation; five hundred and four (504) hours vacation in years 5 through 9, and seven hundred and twenty (720) hours vacation at the start of their tenth (10th) year.
- C. The vacation allowance provided for herein shall not be available to any employee who has not fulfilled one full year of service unless authorized by the Fire Commissioner or his / her designee.
- D. Any unused vacation time shall be added to the vacation time due for the following year, provided, however, that in no event shall any employee be permitted to carry more than one thousand two hundred hours of vacation.
- E. Upon separation from employment the maximum pay-out shall be four hundred (400) hours per employee.
- F. Employees can work up to four (4) tours of vacation at straight time if mutually agreed upon by the City and employee.

ARTICLE XVI

UNIFORM & EQUIPMENT MAINTENANCE ALLOWANCE

- A. The City shall pay to each employee uniform allowance in the amount of six hundred fifty dollars (\$650) and equipment maintenance allowance in the amount of six hundred fifty dollars (\$650) annually. These payments will be paid in equal installments in July and January of each year.

- B. The City shall provide a one-time provision of bunker gear (helmet, hood, bunker coat, bunker pants, gloves, and boots) and class A uniform at the time of graduation from the fire academy for all future employees as per State and Federal Law. It shall be the responsibility of each member to maintain said gear with the equipment maintenance allowance provided by the City.

ARTICLE XVII

MISSED MEAL ALLOWANCE

The City agrees to reimburse each employee for any actual loss of meals caused by the performance of fire fighter duties, upon presentation of claims and bills, the amount of six hundred dollars (\$600) to be paid annually, per employee.

ARTICLE XVIII

EMERGENCY MEDICAL SERVICES (EMS) CERTIFICATION

All employees must be certified by the New York State Department of Health as an Emergency Medical Technician Basic or its equivalent (EMT) within one (1) year of graduation from the fire academy. An employees probationary period shall be extended beyond one year and until such time said employee successfully becomes EMT certified.

The City and Association agree that it is beneficial to the residents of the City of Long Beach to have highly certified firefighters. The salaries of those firefighters who shall obtain advanced Emergency Medical Technician Critical Care (EMT-CC) and Emergency Medical Technician Paramedic (EMT-Paramedic) shall be adjusted according to the attached appendices.

ARTICLE XIX

CIVIL SERVICE LIST

All promotions and appointments shall be made from existing Civil Service list. In the event that no list is in existence at the time an appointment shall be made, the appointment to fill any

vacancy shall be on a temporary basis, and an application shall be made forthwith by the City for the administration of appropriate tests.

ARTICLE XX

COLLEGE CREDITS

The City shall pay in one lump sum in September of each year one hundred dollars (\$100) for each credit of college work completed by an employee during the twelve-month period ending August 31st with the following provisions:

- payment will be made only for courses approved in writing by the City Manager prior to the commencement of the course
- payment shall be made only upon completion of the course with a "C" average or better
- payment shall be made only to reimburse an employee for tuition actually paid
- payments should be limited to situations where an employee is not a full-time student or otherwise receiving compensation for taking courses
- payment to Association members shall not exceed fifteen thousand (\$15,000.00) dollars during the twelve-month period ending August 31st cumulatively.

ARTICLE XXI

RELEASE FOR ASSOCIATION BUSINESS

- A. The City will give release time with pay to officers and delegates designated by the Association, for union business, but this shall be limited to a maximum of four (4) employees at any one time, except that for the New York State Fire Fighters Convention the maximum shall be four (4) for two (2) working tours and four (4) for one (1) working tour, and except that for the IAFF convention the maximum shall be four (4) employees for a limit of two working tours every other year, to actually attend such conventions.
- B. Executive Board members shall received time off with pay for all Association functions as deemed necessary by the Association President, including, but not limited to, preparation and attendance at negotiations and grievances and union meetings.

- C. In the event an employee has to appear in Court in reference to litigation involving Fire Department business said employee shall be paid in accordance with overtime formula set forth under overtime pay for emergencies, except if such appearance was instituted by the employee against the Department or City.
- D. In the event a retired employee has to appear in Court in reference to a litigation involving Fire Department business, said retiree shall be paid in straight time at the current salary for position held at time of retirement.

ARTICLE XXII

PROPERTY DAMAGE

An employee shall be compensated for the loss or damage of personal items while conducting Fire Department business normally used or worn during the performance of Fire Department duties, whether on or off duty provided the loss or damage is caused without his / her negligence. Said compensation is to be based upon proportionate value of the article lost or damaged.

ARTICLE XXIII

ASSOCIATION OFFICE

The Association Office shall be maintained in Fire Department Headquarters, and the City agrees to continue to provide appropriate space.

ARTICLE XXIV

DISCIPLINARY ACTION

Disciplinary action shall be required to be commenced within thirty (30) days from the date the violation is discovered or should have been discovered upon cause for and after reasonable investigation.

Disciplinary Action may be brought by the City in either one of the two following ways: 1) Command Discipline OR 2) Charges and Specifications.

1 COMMAND DISCIPLINE

A command decision as to the determination of guilt / innocence and penalty may be made without a hearing at the option of a superior officer (firefighter, lieutenant, executive officer, commanding officer, commissioner). However, the penalty to be imposed may not include a suspension without pay, demotion or dismissal.

If the penalty imposed shall not be accepted by the Association, all parties shall meet within ten (10) days with the City Manager in an attempt to resolve the dispute prior to submitting the matter to arbitration.

If the dispute is not resolved, then either the City or the Association may submit the matter to final and binding arbitration in accordance with the Rules of the New York State Public Employment Relations Board (PERB) for Voluntary Arbitration (Grievance Arbitration), within twenty-five (25) days of the command decision. The purpose of this is for the arbitrator to conduct a hearing and consider the charges de novo.

If no determination as to guilt has been made within a sixty (60) day period from the close of the hearing or from any mutually agreed upon extension thereof, the charges shall be deemed dismissed.

The arbitrator has the power to restore to the employee any fine or benefit taken away, reinstate any employee, or remove any reprimand, in the event the arbitrator finds no just cause for the discipline.

2 CHARGES AND SPECIFICATIONS

The service of charges and specifications shall be brought by a superior officer (firefighter, lieutenant, executive officer, commanding officer, commissioner) and shall be considered the initiation of disciplinary proceedings.

The City Manager shall conduct a hearing and consider the charges de novo and make a determination of guilt / innocence and penalty. If the City Manager does not conduct said hearing the City and Association shall mutually agree upon a designee or shall refer the matter to AAA arbitration. The rules of evidence shall not apply to exclude testimony from the hearing.

If no determination has been made within a sixty (60) day period from the close of the hearing or from any agreed upon extension thereof, the charges shall be deemed dismissed.

The Association may submit the determination of the City Manager to final and binding arbitration in accordance with the Rules of the New York State Public Employment Relations Board (PERB) for Voluntary Arbitration (Grievance Arbitration), within Fifteen (15) days of the determination. The arbitrator shall review the record of the hearing and to decide if substantial evidence supports the determination and penalty of the City Manager.

If no determination as to guilt has been made within a sixty (60) day period from the close of the arbitration or from any agreed upon extension thereof, the charges shall be deemed dismissed.

The arbitrator shall have no authority to modify, alter, add to or subtract from any of the terms of this Agreement and shall be bound by its express terms. The arbitrator shall have no authority to consider any matter which was not presented in the course of the discipline and shall be the ultimate appeal there from.

The expenses of the arbitrator shall be equally shared by the parties. The City shall be responsible for the cost of the transcript of disciplinary hearings.

- A. The City has the right to discipline employees for cause by reprimand, fines, loss of vacation or personal days, suspension without pay up not to exceed sixty (60) days, (provided that any adjournments or delays caused or sought by the Association shall not be considered against said sixty (60) day time period) demotion or dismissal
- B. Employees who have not completed twelve (12) months of service may be disciplined or terminated by the City in its sole discretion without recourse to the discipline, grievance and/or arbitration provisions of this Agreement
- C. Anonymous personal complaints against an employee shall not be the basis of any charge, provided however, that the City may investigate to ascertain whether there is cause for complaint as to the conduct of an employee relating to fire fighting duties or functions. Upon the conclusion of such an investigation, the employee involved shall be notified immediately of the result thereof.
- D. Charges and specifications and all references thereto shall be removed from the employee's personal folder one (1) year after the final determination thereof, so long as no other determination has been made as to charges served within the said one (1) year period.
- E. At any time an employee who is subject to disciplinary action shall be entitled to union representation unless waived by said employee in writing.
- F. All references to "days" in this section shall be calendar days.

ARTICLE XXV

GRIEVANCE PROCEDURE & RESOLUTION OF DISPUTES

Section 1 - Definitions

A. For the purpose of this Agreement, the term "grievance" shall mean:

- A claimed violation, misinterpretation or misapplication of the express provision of this Agreement, except that "grievance" shall not be construed to include any

claim which is otherwise excluded from the grievance procedure by the terms of this Agreement;

- A claimed violation, misinterpretation or misapplication of the rules, regulations, or procedures of the Fire Fighters affecting terms and conditions of employment;
- A claimed assignment of the grievant to duties substantially different from those stated in the grievant job title specification.

- A. The term "grievant" shall mean an affected employee, group of employees or the Association, or both, as the context requires.
- B. Grievances may be processed by the Association within its sole discretion and the determination as to whether or not to invoke arbitration is the final step in the grievance procedure on behalf of an employee, group of employees or the Association shall be the exclusive right of the Association. The Association shall have the sole right to settle grievances.

Section 2

A. Every employee who believe they have a grievance under this Agreement may present the grievance to an authorized representative of the Association who may process the employee's grievance pursuant to Section I above, to the Commissioner or his/her designee for this purpose, in writing.

The informal resolution of grievances is encouraged at all levels of supervision.

A bargaining unit employee shall have the right to have a representative of the Association present at any step of the grievance procedure.

It is understood and agreed that the Association will attempt to avoid processing any grievance which it believes in good faith to have no merit.

All grievances shall include the name and position of the aggrieved party, the identity of the provision(s) of this Agreement or the written Department rules, regulations or procedures involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and a general statement of nature of the grievance and redress sought by the aggrieved party.

Section 3

Under the grievance procedure herein, a grievance must be initiated promptly but not later than thirty (30) days following the date on which the grievance arose or the date on which the grievant should reasonably have learned of the grievance, whichever date is the latest. Grievances shall be processed according to the following procedure

Step I

A grievance shall be submitted in writing to the Commissioner or his/her designee for that purpose. A determination thereon shall be made by the Commissioner or his/her designee within fourteen (14) days following the submission of the grievance unless the time is extended by agreement between the Association and the City.

Step II

The Commissioner or his/her designee's determination, if not accepted by the Association, may be submitted to the City Manager by providing the City Manager with a copy of the grievance and the determination by the Commissioner or his/her designee, together with any supporting documents, within fourteen (14) days of the Step I decision.

The City Manager shall review the case within five (5) days after the aforesaid submission. The City Manager shall, thereafter, make a determination thereon within fourteen (14) days after the aforesaid review.

Step III

If the dispute is not settled by Step II, either party may submit the matter to final and binding arbitration in accordance with the Rules of the New York State Public Employment Relations Board (PERB) for Voluntary Arbitration (Grievance Arbitration), within fourteen (14) days of the determination at Step II.

The arbitrator shall be required to render the award within sixty (60) days from the close of the arbitration. This period may be extended with the consent of both parties.

Section 4

In the event that an impasse in future collective negotiation should ensue, all unresolved issues shall be submitted to impartial arbitration with an arbitrator to be selected from a panel maintained by the New York Public Employment Relations Board.

ARTICLE XXVI

JOB STANDARDS

- A. Training of new employees will be in accordance with the New York State Office of Fire Prevention and Control standards for career personnel. The CPAT and any other state training requirements shall be completed within thirty (30) days of completion of said fire academy.
- B. Employees will not be compelled to do any work in quarters ,other than maintenance of quarters, that would conflict with other Trade Unions, as defined by International Association of Fire Fighters.

ARTICLE XXVII

Association Executive Officer

- A. The sitting Executive Officer shall remain in office and may only be removed for cause. In the event of a vacancy in said position, the City has thirty (30) days to fill said vacancy, with an officer that is mutually agreed upon by the Association and the city manager.

ARTICLE XXVIII

GENERAL PROVISIONS

- A. This Agreement and all provisions herein are subject to all applicable laws, and in the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect, as if the invalid or illegal provision had not been a part of this Agreement.
- B. No amendment or alteration of this Agreement shall be binding unless it is in writing and signed by the City Manager and by a duly authorized representative of the Association and ratified by a majority of the membership of the Association.
- C. Any benefits, privileges or rights presently existing for employees not included herein are deemed not to have been waived, except those modified by this Agreement and those relating to minimum complement and job security.
- D. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be waived by said party. No waiver by either party at any time, express or implied, or any breach of any other provision herein contained or consent to a subsequent breach of the same or any other provision.

- E. The polygraph may not be used for administrative purposes on employees, and chemical blood, urine and breathalyzer tests shall not be employed unless reasonable factual cause exists that the test would be necessary, and shall require the approval of the Commissioner or his/her designee. The use of a test shall not be subject to grievance arbitration. It is also agreed that an employee who is off duty may not be ordered on duty for the sole purpose of giving a test. The Association shall be notified of all tests to be given.
- F. The City has provided Section 384-d of the New York State Retirement and Social Security Law, as amended, as the "Career Retirement Plan".
- G. For the purposes of computing an employee's hourly rate of pay, such hourly rate of pay shall be determined by dividing an employee's annual salary by the actual number of work hours in the Fiscal Year(2080 (52 weeks x 40 hours)). Any past practice by the City of paying base salary amounts greater or less than the annual salaries as enumerated in the graded salary plan is hereby terminated and the Association waives for any members any entitlement to any potential past payments.
- H. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first above written.

CITY OF LONG BEACH
 By *Charles T. The...*
 City Manager
 Date 12/29/05

[Signature]
 By
 Fire Commissioner
 Date 12/29/05

LOCAL 287, UNIFORMED FIRE
 FIGHTERS ASSOCIATION,
 AFL-CIO, I.A.F.F.

By *[Signature]*
 President
 Date 12/29/05-

Start of		7:1:04 - 6:30:05	2080 hours
Year of Service	Position	Base Salary	Hourly Wage

1	FF	\$31,861.83	\$15.3182	
	EMT	\$34,752.83	\$16.7081	
	EMT CC	\$38,366.58	\$18.4455	
	MEDIC	\$41,980.33	\$20.1829	
2	EMT	\$46,086.59	\$22.1570	
	EMT CC	\$49,700.34	\$23.8944	
	MEDIC	\$53,314.09	\$25.6318	
3	EMT	\$57,421.67	\$27.6066	
	EMT CC	\$61,035.42	\$29.3440	
	MEDIC	\$64,649.17	\$31.0813	
4	EMT	\$68,755.48	\$33.0555	
	EMT CC	\$72,369.23	\$34.7929	
	MEDIC	\$75,982.98	\$36.5303	
5	EMT	\$80,089.26	\$38.5045	
	EMT CC	\$83,703.01	\$40.2418	
	MEDIC	\$87,316.76	\$41.9792	
6	Lt	\$98,419.20	\$47.3169	
	Lt Med	\$102,032.95	\$49.0543	
	Lt XO	\$103,549.96	\$49.7836	
	Lt XO M	\$107,163.71	\$51.5210	
	Capt	\$110,303.13	\$53.0304	
	Capt M	\$113,916.88	\$54.7677	
	Capt CO	\$115,472.45	\$55.5156	
	Capt CO M	\$119,086.20	\$57.2530	
7	EMT	\$81,759.31	\$39.3074	
	EMT CC	\$85,373.06	\$41.0447	
	MEDIC	\$88,986.81	\$42.7821	
	Lt	\$100,090.56	\$48.1205	
	Lt Med	\$103,704.31	\$49.8578	
	Lt XO	\$105,221.75	\$50.5874	
	Lt XO M	\$108,835.50	\$52.3248	
	Capt	\$111,963.07	\$53.8284	
	Capt M	\$115,576.82	\$55.5658	
	Capt CO	\$117,148.96	\$56.3216	
	Capt CO M	\$120,762.71	\$58.0590	

10	EMT	\$84,572.23	\$40.6597
	EMT CC	\$88,185.98	\$42.3971
	MEDIC	\$91,799.73	\$44.1345
	Lt	\$102,904.76	\$49.4734
	Lt Med	\$106,518.51	\$51.2108
	Lt XO	\$108,035.49	\$51.9401
	Lt XO M	\$111,649.24	\$53.6775
	Capt	\$114,778.51	\$55.1820
	Capt M	\$118,392.26	\$56.9194
	Capt CO	\$119,952.90	\$57.6697
	Capt CO M	\$123,566.65	\$59.4070
15	EMT	\$86,713.04	\$41.6890
	EMT CC	\$90,326.79	\$43.4263
	MEDIC	\$93,940.54	\$45.1637
	Lt	\$105,045.57	\$50.5027
	Lt Med	\$108,659.32	\$52.2401
	Lt XO	\$110,176.30	\$52.9694
	Lt XO M	\$113,790.05	\$54.7068
	Capt	\$116,927.02	\$56.2149
	Capt M	\$120,540.77	\$57.9523
	Capt CO	\$122,097.54	\$58.7007
	Capt CO M	\$125,711.29	\$60.4381
20	EMT	\$87,995.73	\$42.3056
	EMT CC	\$91,609.48	\$44.0430
	MEDIC	\$95,223.23	\$45.7804
	Lt	\$106,328.25	\$51.1194
	Lt Med	\$109,942.00	\$52.8567
	Lt XO	\$111,458.97	\$53.5860
	Lt XO M	\$115,072.72	\$55.3234
	Capt	\$118,209.74	\$56.8316
	Capt M	\$121,823.49	\$58.5690
	Capt CO	\$123,380.23	\$59.3174
	Capt CO M	\$126,993.98	\$61.0548

1.0325

Start of		7:1:05 - 6:30:06	2080 hours
Year of Service	Position	Base Salary	Hourly Wage

1	FF	\$32,977.00	\$15.8543
	EMT	\$35,969.18	\$17.2929
	EMT CC	\$39,709.42	\$19.0911
	MEDIC	\$43,449.65	\$20.8893
2	EMT	\$47,699.62	\$22.9325
	EMT CC	\$51,439.85	\$24.7307
	MEDIC	\$55,180.08	\$26.5289
3	EMT	\$59,431.43	\$28.5728
	EMT CC	\$63,171.66	\$30.3710
	MEDIC	\$66,911.89	\$32.1692
4	EMT	\$71,161.92	\$34.2125
	EMT CC	\$74,902.15	\$36.0106
	MEDIC	\$78,642.38	\$37.8088
5	EMT	\$82,892.38	\$39.8521
	EMT CC	\$86,632.61	\$41.6503
	MEDIC	\$90,372.85	\$43.4485
6	Lt	\$101,863.87	\$48.9730
	Lt Med	\$105,604.10	\$50.7712
	Lt XO	\$107,174.21	\$51.5261
	Lt XO M	\$110,914.44	\$53.3243
	Capt	\$114,163.74	\$54.8864
	Capt M	\$117,903.97	\$56.6846
	Capt CO	\$119,513.98	\$57.4586
	Capt CO M	\$123,254.21	\$59.2568
7	EMT	\$84,620.88	\$40.6831
	EMT CC	\$88,361.11	\$42.4813
	MEDIC	\$92,101.35	\$44.2795
	Lt	\$103,593.73	\$49.8047
	Lt Med	\$107,333.96	\$51.6029
	Lt XO	\$108,904.52	\$52.3579
	Lt XO M	\$112,644.75	\$54.1561
	Capt	\$115,881.78	\$55.7124
	Capt M	\$119,622.01	\$57.5106
	Capt CO	\$121,249.17	\$58.2929
	Capt CO M	\$124,989.40	\$60.0911

10	EMT	\$87,532.26	\$42.0828
	EMT CC	\$91,272.49	\$43.8810
	MEDIC	\$95,012.72	\$45.6792
	Lt	\$106,506.43	\$51.2050
	Lt Med	\$110,246.66	\$53.0032
	Lt XO	\$111,816.74	\$53.7580
	Lt XO M	\$115,556.97	\$55.5562
	Capt	\$118,795.76	\$57.1133
	Capt M	\$122,535.99	\$58.9115
	Capt CO	\$124,151.25	\$59.6881
Capt CO M	\$127,891.48	\$61.4863	
15	EMT	\$89,747.99	\$43.1481
	EMT CC	\$93,488.22	\$44.9463
	MEDIC	\$97,228.45	\$46.7444
	Lt	\$108,722.16	\$52.2703
	Lt Med	\$112,462.40	\$54.0685
	Lt XO	\$114,032.47	\$54.8233
	Lt XO M	\$117,772.70	\$56.6215
	Capt	\$121,019.47	\$58.1824
	Capt M	\$124,759.70	\$59.9806
	Capt CO	\$126,370.96	\$60.7553
Capt CO M	\$130,111.19	\$62.5535	
20	EMT	\$91,075.58	\$43.7863
	EMT CC	\$94,815.81	\$45.5845
	MEDIC	\$98,556.04	\$47.3827
	Lt	\$110,049.74	\$52.9085
	Lt Med	\$113,789.97	\$54.7067
	Lt XO	\$115,360.04	\$55.4616
	Lt XO M	\$119,100.27	\$57.2597
	Capt	\$122,347.08	\$58.8207
	Capt M	\$126,087.31	\$60.6189
	Capt CO	\$127,698.54	\$61.3935
Capt CO M	\$131,438.77	\$63.1917	

1.035

Start of		7:1:06 - 6:30:07	2080 hours
Year of Service	Position	Base Salary	Hourly Wage
1	FF	\$34,213.64	\$16.4489
	EMT	\$37,318.03	\$17.9414
	EMT CC	\$41,198.52	\$19.8070
	MEDIC	\$45,079.01	\$21.6726
2	EMT	\$49,488.35	\$23.7925
	EMT CC	\$53,368.84	\$25.6581
	MEDIC	\$57,249.33	\$27.5237
3	EMT	\$61,660.11	\$29.6443
	EMT CC	\$65,540.60	\$31.5099
	MEDIC	\$69,421.09	\$33.3755
4	EMT	\$73,830.49	\$35.4954
	EMT CC	\$77,710.98	\$37.3610
	MEDIC	\$81,591.47	\$39.2267
5	EMT	\$86,000.85	\$41.3466
	EMT CC	\$89,881.34	\$43.2122
	MEDIC	\$93,761.83	\$45.0778
6	Lt	\$105,683.77	\$50.8095
	Lt Med	\$109,564.26	\$52.6751
	Lt XO	\$111,193.24	\$53.4583
	Lt XO M	\$115,073.73	\$55.3239
	Capt	\$118,444.88	\$56.9447
	Capt M	\$122,325.37	\$58.8103
	Capt CO	\$123,995.76	\$59.6133
	Capt CO M	\$127,876.25	\$61.4790
7	EMT	\$87,794.17	\$42.2087
	EMT CC	\$91,674.66	\$44.0744
	MEDIC	\$95,555.15	\$45.9400
	Lt	\$107,478.49	\$51.6724
	Lt Med	\$111,358.98	\$53.5380
	Lt XO	\$112,988.44	\$54.3214
	Lt XO M	\$116,868.93	\$56.1870
	Capt	\$120,227.35	\$57.8016
	Capt M	\$124,107.84	\$59.6672
	Capt CO	\$125,796.01	\$60.4789
	Capt CO M	\$129,676.50	\$62.3445

10	EMT	\$90,814.72	\$43.6609
	EMT CC	\$94,695.21	\$45.5265
	MEDIC	\$98,575.70	\$47.3922
	Lt	\$110,500.42	\$53.1252
	Lt Med	\$114,380.91	\$54.9908
	Lt XO	\$116,009.86	\$55.7740
	Lt XO M	\$119,890.35	\$57.6396
	Capt	\$123,250.60	\$59.2551
	Capt M	\$127,131.09	\$61.1207
	Capt CO	\$128,806.92	\$61.9264
	Capt CO M	\$132,687.41	\$63.7920
15	EMT	\$93,113.54	\$44.7661
	EMT CC	\$96,994.03	\$46.6317
	MEDIC	\$100,874.52	\$48.4974
	Lt	\$112,799.25	\$54.2304
	Lt Med	\$116,679.74	\$56.0960
	Lt XO	\$118,308.69	\$56.8792
	Lt XO M	\$122,189.18	\$58.7448
	Capt	\$125,557.70	\$60.3643
	Capt M	\$129,438.19	\$62.2299
	Capt CO	\$131,109.87	\$63.0336
	Capt CO M	\$134,990.36	\$64.8992
20	EMT	\$94,490.92	\$45.4283
	EMT CC	\$98,371.41	\$47.2939
	MEDIC	\$102,251.90	\$49.1596
	Lt	\$114,176.60	\$54.8926
	Lt Med	\$118,057.09	\$56.7582
	Lt XO	\$119,686.04	\$57.5414
	Lt XO M	\$123,566.53	\$59.4070
	Capt	\$126,935.09	\$61.0265
	Capt M	\$130,815.58	\$62.8921
	Capt CO	\$132,487.23	\$63.6958
	Capt CO M	\$136,367.72	\$65.5614
		1.0375	

2080

Start of		7:1:07 - 6:30:08	2080 hours
Year of Service	Position	Base Salary	Hourly Wage
1	FF	\$35,496.65	17.0657
	EMT	\$38,717.45	18.6142
	EMT CC	\$42,743.46	20.5497
	MEDIC	\$46,769.47	22.4853
2	EMT	\$51,344.17	24.6847
	EMT CC	\$55,370.18	26.6203
	MEDIC	\$59,396.18	28.5559
3	EMT	\$63,972.36	30.7559
	EMT CC	\$67,998.37	32.6915
	MEDIC	\$72,024.38	34.6271
4	EMT	\$76,599.13	36.8265
	EMT CC	\$80,625.14	38.7621
	MEDIC	\$84,651.15	40.6977
5	EMT	\$89,225.88	42.8971
	EMT CC	\$93,251.89	44.8326
	MEDIC	\$97,277.90	46.7682
6	Lt	\$109,646.91	52.7149
	Lt Med	\$113,672.92	54.6504
	Lt XO	\$115,362.99	55.4630
	Lt XO M	\$119,389.00	57.3986
	Capt	\$122,886.56	59.0801
	Capt M	\$126,912.57	61.0157
	Capt CO	\$128,645.60	61.8488
	Capt CO M	\$132,671.60	63.7844
7	EMT	\$91,086.45	43.7916
	EMT CC	\$95,112.46	45.7271
	MEDIC	\$99,138.46	47.6627
	Lt	\$111,508.94	53.6101
	Lt Med	\$115,534.95	55.5456
	Lt XO	\$117,225.50	56.3584
	Lt XO M	\$121,251.51	58.2940
	Capt	\$124,735.87	59.9692
	Capt M	\$128,761.88	61.9047
	Capt CO	\$130,513.37	62.7468
	Capt CO M	\$134,539.37	64.6824

10	EMT	\$94,220.27	45.2982
	EMT CC	\$98,246.28	47.2338
	MEDIC	\$102,272.29	49.1694
	Lt	\$114,644.19	55.1174
	Lt Med	\$118,670.19	57.0530
	Lt XO	\$120,360.23	57.8655
	Lt XO M	\$124,386.24	59.8011
	Capt	\$127,872.50	61.4772
	Capt M	\$131,898.51	63.4127
	Capt CO	\$133,637.18	64.2486
Capt CO M	\$137,663.19	66.1842	
15	EMT	\$96,605.30	46.4449
	EMT CC	\$100,631.31	48.3804
	MEDIC	\$104,657.32	50.3160
	Lt	\$117,029.22	56.2640
	Lt Med	\$121,055.23	58.1996
	Lt XO	\$122,745.26	59.0121
	Lt XO M	\$126,771.27	60.9477
	Capt	\$130,266.11	62.6279
	Capt M	\$134,292.12	64.5635
	Capt CO	\$136,026.49	65.3974
Capt CO M	\$140,052.50	67.3329	
20	EMT	\$98,034.33	47.1319
	EMT CC	\$102,060.33	49.0675
	MEDIC	\$106,086.34	51.0030
	Lt	\$118,458.23	\$56.9511
	Lt Med	\$122,484.23	\$58.8867
	Lt XO	\$124,174.27	59.6992
	Lt XO M	\$128,200.27	61.6347
	Capt	\$131,695.16	63.3150
	Capt M	\$135,721.17	65.2506
	Capt CO	\$137,455.50	66.0844
Capt CO M	\$141,481.51	68.0200	
		1.0375	

Start of		7:1:08 - 6:30:09	2080 hours
Year of Service	Position	Base Salary	Hourly Wage
1	FF	\$36,916.51	\$17.7483
	EMT	\$40,266.15	\$19.3587
	EMT CC	\$44,453.20	\$21.3717
	MEDIC	\$48,640.25	\$23.3847
2	EMT	\$53,397.93	\$25.6721
	EMT CC	\$57,584.98	\$27.6851
	MEDIC	\$61,772.03	\$29.6981
3	EMT	\$66,531.26	\$31.9862
	EMT CC	\$70,718.31	\$33.9992
	MEDIC	\$74,905.35	\$36.0122
4	EMT	\$79,663.10	\$38.2996
	EMT CC	\$83,850.15	\$40.3126
	MEDIC	\$88,037.20	\$42.3256
5	EMT	\$92,794.91	\$44.6129
	EMT CC	\$96,981.96	\$46.6259
	MEDIC	\$101,169.01	\$48.6389
6	Lt	\$114,032.79	\$54.8235
	Lt Med	\$118,219.83	\$56.8365
	Lt XO	\$119,977.51	\$57.6815
	Lt XO M	\$124,164.56	\$59.6945
	Capt	\$127,802.03	\$61.4433
	Capt M	\$131,989.08	\$63.4563
	Capt CO	\$133,791.42	\$64.3228
	Capt CO M	\$137,978.47	\$66.3358
7	EMT	\$94,729.91	\$45.5432
	EMT CC	\$98,916.95	\$47.5562
	MEDIC	\$103,104.00	\$49.5692
	Lt	\$115,969.30	\$55.7545
	Lt Med	\$120,156.34	\$57.7675
	Lt XO	\$121,914.52	\$58.6128
	Lt XO M	\$126,101.57	\$60.6258
	Capt	\$129,725.31	\$62.3679
	Capt M	\$133,912.35	\$64.3809
	Capt CO	\$135,733.90	\$65.2567
	Capt CO M	\$139,920.95	\$67.2697

10	EMT	\$97,989.08	\$47.1101
	EMT CC	\$102,176.13	\$49.1231
	MEDIC	\$106,363.18	\$51.1361
	Lt	\$119,229.95	\$57.3221
	Lt Med	\$123,417.00	\$59.3351
	Lt XO	\$125,174.64	\$60.1801
	Lt XO M	\$129,361.69	\$62.1931
	Capt	\$132,987.40	\$63.9362
	Capt M	\$137,174.45	\$65.9493
	Capt CO	\$138,982.67	\$66.8186
	Capt CO M	\$143,169.72	\$68.8316
15	EMT	\$100,469.51	\$48.3026
	EMT CC	\$104,656.56	\$50.3157
	MEDIC	\$108,843.61	\$52.3287
	Lt	\$121,710.39	\$58.5146
	Lt Med	\$125,897.43	\$60.5276
	Lt XO	\$127,655.07	\$61.3726
	Lt XO M	\$131,842.12	\$63.3856
	Capt	\$135,476.76	\$65.1331
	Capt M	\$139,663.80	\$67.1461
	Capt CO	\$141,467.55	\$68.0132
	Capt CO M	\$145,654.60	\$70.0262
20	EMT	\$101,955.70	\$49.0172
	EMT CC	\$106,142.75	\$51.0302
	MEDIC	\$110,329.80	\$53.0432
	Lt	\$123,196.56	\$59.2291
	Lt Med	\$127,383.60	\$61.2421
	Lt XO	\$129,141.24	\$62.0871
	Lt XO M	\$133,328.29	\$64.1001
	Capt	\$136,962.97	\$65.8476
	Capt M	\$141,150.01	\$67.8606
	Capt CO	\$142,953.72	\$68.7278
	Capt CO M	\$147,140.77	\$70.7408

1.04

Start of		7:1:09 - 6:30:10	2080 hours
Year of Service	Position	Base Salary	Hourly Wage

1	FF	\$38,393.17	\$18.4583	
	EMT	\$41,876.80	\$20.1331	
	EMT CC	\$46,231.33	\$22.2266	
	MEDIC	\$50,585.86	\$24.3201	
2	EMT	\$55,533.85	\$26.6990	
	EMT CC	\$59,888.38	\$28.7925	
	MEDIC	\$64,242.91	\$30.8860	
3	EMT	\$69,192.51	\$33.2656	
	EMT CC	\$73,547.04	\$35.3592	
	MEDIC	\$77,901.57	\$37.4527	
4	EMT	\$82,849.62	\$39.8315	
	EMT CC	\$87,204.15	\$41.9251	
	MEDIC	\$91,558.68	\$44.0186	
5	EMT	\$96,506.71	\$46.3975	
	EMT CC	\$100,861.24	\$48.4910	
	MEDIC	\$105,215.77	\$50.5845	
6	Lt	\$118,594.10	\$57.0164	
	Lt Med	\$122,948.63	\$59.1099	
	Lt XO	\$124,776.61	\$59.9888	
	Lt XO M	\$129,131.14	\$62.0823	
	Capt	\$132,914.11	\$63.9010	
	Capt M	\$137,268.64	\$65.9945	
	Capt CO	\$139,143.08	\$66.8957	
	Capt CO M	\$143,497.61	\$68.9892	
7	EMT	\$98,519.10	\$47.3650	
	EMT CC	\$102,873.63	\$49.4585	
	MEDIC	\$107,228.16	\$51.5520	
	Lt	\$120,608.07	\$57.9846	
	Lt Med	\$124,962.60	\$60.0782	
	Lt XO	\$126,791.10	\$60.9573	
	Lt XO M	\$131,145.63	\$63.0508	
	Capt	\$134,914.32	\$64.8627	
	Capt M	\$139,268.85	\$66.9562	
	Capt CO	\$141,163.26	\$67.8670	
	Capt CO M	\$145,517.79	\$69.9605	

10	EMT	\$101,908.64	\$48.9945
	EMT CC	\$106,263.17	\$51.0881
	MEDIC	\$110,617.70	\$53.1816
	Lt	\$123,999.15	\$59.6150
	Lt Med	\$128,353.68	\$61.7085
	Lt XO	\$130,181.63	\$62.5873
	Lt XO M	\$134,536.16	\$64.6808
	Capt	\$138,306.90	\$66.4937
	Capt M	\$142,661.43	\$68.5872
	Capt CO	\$144,541.97	\$69.4913
	Capt CO M	\$148,896.50	\$71.5849
15	EMT	\$104,488.29	\$50.2348
	EMT CC	\$108,842.82	\$52.3283
	MEDIC	\$113,197.35	\$54.4218
	Lt	\$126,578.80	\$60.8552
	Lt Med	\$130,933.33	\$62.9487
	Lt XO	\$132,761.28	\$63.8275
	Lt XO M	\$137,115.81	\$65.9211
	Capt	\$140,895.83	\$67.7384
	Capt M	\$145,250.36	\$69.8319
	Capt CO	\$147,126.25	\$70.7338
	Capt CO M	\$151,480.78	\$72.8273
20	EMT	\$106,033.93	\$50.9778
	EMT CC	\$110,388.46	\$53.0714
	MEDIC	\$114,742.99	\$55.1649
	Lt	\$128,124.42	\$61.5983
	Lt Med	\$132,478.95	\$63.6918
	Lt XO	\$134,306.89	\$64.5706
	Lt XO M	\$138,661.42	\$66.6641
	Capt	\$142,441.48	\$68.4815
	Capt M	\$146,796.02	\$70.5750
	Capt CO	\$148,671.87	\$71.4769
	Capt CO M	\$153,026.40	\$73.5704

1.04

STIPULATION

IT IS HEREBY STIPULATED AND AGREED by and among THE CITY OF LONG BEACH ("city"), THE LONG BEACH FIRE DEPARTMENT ("fire department") and LOCAL 287, IAFF, UNIFORMED FIREFIGHTERS ASSOCIATION, AFL – CIO, Long Beach, New York, ("association"), all having offices at 1 West Chester Street, Long Beach, New York 11561, as follows:

WHEREAS, the Fire Department, the Association and the City have engaged in extensive discussions and negotiations about implementing a minimum staffing schedule; and

WHEREAS, all parties have agreed that a minimum staffing appears to be beneficial to the Association members, the Fire Department and the City; and

WHEREAS, the parties wish to enter into a stipulation establishing such minimum staffing;

NOW, THEREFORE, be it stipulated and agreed as follows:

First: The parties agree that there shall be at least one officer per fire apparatus (rescue vehicle, engine, truck, ect.).

Second: There shall be at least two firefighters per fire apparatus (rescue vehicle, engine, truck).

Third: There shall be at least two firefighters per ambulance.

Fourth: Officers shall not be counted towards minimum staffing of firefighters.

Fifth: No Association member shall operate any apparatus they do not staff as per minimum staffing requirements listed above.

Sixth: It is expressly understood that this stipulation and the terms thereof shall not be incorporated or merged into any collective bargaining agreement between the City and the Association. At the termination of this stipulation (regardless of the cause), the terms hereof and this agreement shall be null and void and without further effect with respect to future minimum staffing and the subjects incorporated herein.

Seventh: Any changes to this stipulation shall be in writing and agreed to by all parties.

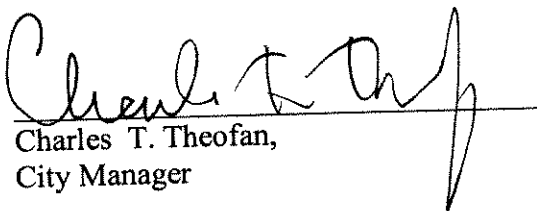
Eighth: This stipulation shall be in effect for a period of four and one half (4 1/2) years commencing January 1, 2006 and terminating June 30, 2010. Either party may terminate this stipulation for any reason on June 30, 2010 or at six month intervals

thereafter, by giving sixty days notice to the other parties. The reason for termination shall be specified. Thus, if one party chooses to terminate this agreement on July 1, 2010, the agreement would end on August 31, 2010.

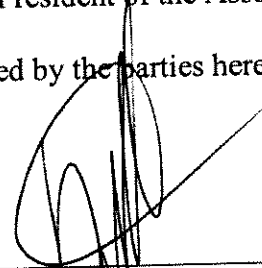
Ninth: Each of the parties represents that they have the authority to enter into this agreement.

Tenth: Notices under this stipulation shall be sent to the (a) City Manager, (b) Corporation Counsel; (c) Fire Commissioner and (d) President of the Association.


THIS STIPULATION was signed and executed by the parties hereto on the 29th day of December 2005.



Charles T. Theofan,
City Manager



Michael Kerr
Fire Commissioner



Edward Nelson
President, Association

MEMORANDUM OF AGREEMENT

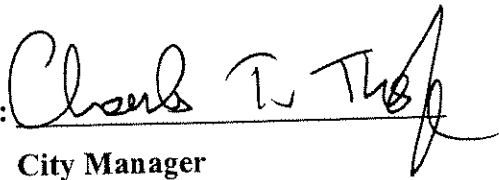
This Memorandum of Agreement dated December 29, 2005 is entered into to supplement and amend the terms and conditions set forth in the collective bargaining agreement (the "CBA") by and between the Uniformed Firefighters Association, AFL-CIO (the "Association") and the City of Long Beach (the "City") entered into this same date.


1. In the course of negotiating the contract the Association made clear their desire that the position of captain be restored to the personnel roster, and that said captain would perform the duties and functions of commanding officer of the paid uniformed force, a position that for the past several years has been held by various individuals with various titles. That position is currently held by Deputy Commissioner Howard G. Hemsley.

2. In the event that Deputy Commissioner Hemsley vacates his position, it is the intention of the parties to meet and engage in good faith discussions to consider having a paid captain perform those functions.

CITY OF LONG BEACH

**LOCAL 287 UNIFORMED FIRE FIGHTERS
ASSOCIATION, AFL-CIO, I.A.F.F.**

By: 
City Manager

By: 
President