Memorandum of Understanding Between

Huntington Beach Municipal Teamsters and

City of Huntington Beach



January 1, 2025 – December 31, 2027

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MEMORANDUM OF UNDERSTANDING Between

THE CITY OF HUNTINGTON BEACH

(Hereinafter called CITY)

And

THE HUNTINGTON BEACH MUNICIPAL TEAMSTERS (Hereinafter called ASSOCIATION or HBMT)

PREAMBLE

WHEREAS, pursuant to California law, the City, acting by and through its designated representatives, duly appointed by the governing body of said city, and the representatives of the Association, a duly recognized employee Association, have met and conferred in good faith and have fully communicated and exchanged information concerning wages, hours, and other terms and conditions of employment for the period January 1, 2025, through December 31, 2027; and

WHEREAS, the representatives of the City and Association desire to reduce their agreements in writing,

NOW THEREFORE, this Memorandum of Understanding (MOU) is made to become effective January 1, 2025, and is agreed as follows:

ARTICLE I - TERM OF MOU

- A. This Memorandum of Understanding shall be in effect for a term commencing on January 1, 2025, the effective date, through December 31, 2027.
- B. This Agreement constitutes the entire Agreement of the parties with respect to improvements or changes in the salaries and monetary benefits for employees represented by the Association for the duration of this Agreement.

ARTICLE II - REPRESENTATIONAL UNIT/CLASS

It is recognized that the Association is the employee organization which as the right to meet and confer in good faith with the City on behalf of permanent employees of the City within those class titles set out in Exhibit A attached hereto and incorporated herein. The term "permanent employee" herein shall be referred to as "employee" and is used only to determine entitlement to certain employee benefits provided by this MOU and is defined as follows: an employee that has completed or is in the process of completing a probationary period in a permanent position in the competitive service in which the employee regularly works twenty (20) hours or more per week. Additionally, the representation unit shall include all non-safety-non-management classifications which are not included in another representation unit or determined in accordance with the

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Employer-Employee Relations Resolution to be more appropriately designated Non-Associated (NA) classifications.

The City Manager reserves the right to designate up to seven (7) Association employees as confidential on an annual basis, or as needed. The confidential employee designations shall be determined by the City Manager for those employees having access to or preparing confidential materials and/or information and/or recommendations on behalf of the City in its dealings with employee associations.

The City shall provide the Association with the names of the employees who are designated as confidential.

ARTICLE III – MANAGEMENT RIGHTS

The parties agree that the City has the right to make unilateral decisions that are outside the scope of bargaining, as defined by state and federal law and Public Employment Relations Board (PERB) decisions. Except as expressly abridged or modified herein, the City retains all rights, powers and authority with respect to the management and direction of the performance of City services and the work forces performing such services, provided that nothing herein shall change the City's obligation to meet and confer as to the effects of any such management decision upon wages, hours and terms and conditions of employment or to be construed as granting the City the right to make unilateral changes in wages, hours and terms and conditions of employment. Such rights include, but are not limited to, consideration of the merits, necessity, level or organization of City services, including establishing work stations, nature of work to be performed, contracting for any work or operation, reasonable employee performance standards, including reasonable work and safety rules and regulations in order to maintain the efficiency and economy desired for the performance of City services.

ARTICLE IV - EXISTING CONDITIONS

Except as provided herein, the adoption of this Memorandum of Understanding shall not change existing benefits, and terms and conditions of employment which have been established in prior Memoranda of Understanding, and/or provided for in the Personnel Rules of the City of Huntington Beach.

ARTICLE V - SEVERABILITY

If any Article, Sub-Article, sentence, clause, phrase or portion of this Agreement, or the application thereof to any person, is for any reason held to be invalid or unenforceable by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement or its application to other persons. The City and the Association hereby agree that in the event any state or federal legislative, executive or administrative provision purports to nullify or otherwise adversely affect the

wages, hours and other terms and conditions of employment contained in this Agreement or similarly purports to restrict the ability of the parties to negotiate a successor agreement, the City and the Association shall, without prejudice to either party's judicial remedies, endeavor to agree to alternative contractual provisions which are not adversely affected by said legislative, executive or administrative provision.

ARTICLE VI – SALARY SCHEDULE

A. Classification and Salary Rates

Employees shall be compensated at rates by classification title and salary range during the term of this Agreement as set out in Exhibit A attached hereto and incorporated herein unless expressly provided for in another Article of this MOU.

All employees are required to utilize direct deposit of payroll checks. The City shall issues each employee direct deposit advice (payroll receipt) each pay period that details all income, withholdings, and deductions.

Effective the pay period including January 1, 2025, employees will receive a base salary increase of three percent (3%).

Effective the pay period including January 1, 2026, employees will receive a base salary increase of three percent (3%).

Effective the pay period including January 1, 2027, employees will receive a base salary increase of three percent (3%).

B. <u>Performance Bonus</u>

Effective the first full pay period following City Council adoption, the existing performance bonus shall be replaced with the addition of a new salary step at the top of the salary range. This added step, Step H, will provide a 5% increase from current Step G.

The parties agree that the salary schedule in Exhibit A reflects the following:

- 1. The salary schedule will include eight (8) steps from A-H;
- 2. The steps will be five percent (5%) steps:
- 3. The salary ranges will be one percent (1%) apart;
- 4. Each job classification will be assigned a salary range;

Employees will be eligible to move to the next step on their anniversary date (i.e.: the date they are due for their next evaluation) upon receipt of a satisfactory evaluation.

ARTICLE VII - SPECIAL PAY

A. Education

1. <u>Tuition Reimbursement</u>

Upon approval of the Department Head and the *Director of Human Resources*, employees may be compensated for courses from accredited vocational and educational institutions. Tuition reimbursement shall be limited to courses related to the employee's current job or any job family in the City to assist in career advancement, or courses required to meet educational degree objectives. All course require prior approval by the Department Head and the *Director of Human Resources*.

Education costs shall be reimbursed to employees on a first-come, first-served basis for a full refund for tuition, books, parking (if a required fee), and any other required fees upon presentation of receipts. On a first-come, first-served basis, the maximum annual benefit per fiscal year for each employee is five thousand two hundred fifty dollars (\$5,250), until the maximum allocation for the entire bargaining unit of seventy-five thousand dollars (\$75,000) in each fiscal year period has been allocated.

Reimbursements shall be made when the employee presents proof to the *Director* of *Human Resources* that they have successfully completed the course with a grade of "C" or better; or a "Pass" if taken for credit.

B. Assignment Pay

1. Leadworker Differential

Any employee classified as a "Leadworker" shall receive no less than eight percent (8%) above the highest classification, which is assigned to the Leadworker to lead.

2. Shift Differential

a. Afternoon Shift

Employees required to work on a regularly assigned shift that occurs between the hours of 4:00 PM and midnight, shall be paid a special pay equal to five percent (5%) of the employee's base hourly rate of pay (as defined in Article IX) for all work performed during said shift.

b. Night Shift

Employees required to work on a regularly assigned shift that occurs between midnight and 8:00 AM shall be paid a special pay equal to ten percent (10%) of the employee's base hourly rate (as defined in Article IX).

c. Shifts Defined

Employees will be considered as assigned to the afternoon shift (4:00 PM to midnight) or the night shift (midnight to 8:00 AM) when five (5) or more hours of their regularly assigned shift occurs in the afternoon or night shift as defined herein.

C. Special Certification/Skill Pay

1. Bilingual Skill

Employees who are required by their Department Head to use Spanish, Vietnamese, or American Sign Language skills as part of their job assignment, shall be paid an additional five percent (5%) of their base hourly rate (as defined in Article IX) in addition to their regular bi-weekly pay. The special pay shall be effective the first full pay period following certification as verified to the Department Head in writing by the Director of Human Resources or designee. Employees may accept assignments utilizing bilingual skills in other languages on a short-term assignment with approval by the City Manager. Such employees shall receive the additional five percent (5%) of their base hourly rate of pay (as defined in Article IX) for every bi-weekly pay period that the assignment is in effect. In order to be eligible for said compensation, employee's language proficiency will be tested and certified by the Director of Human Resources or designee.

The parties agree that to the extent permitted by law, Bilingual Skill Pay is special compensation and shall be reported to CalPERS as such pursuant to Title 2, California Code of Regulations, Section 571(a)(4) Bilingual Premium.

2. Hazardous Materials Duty Pay

Employees assigned to HazMat Duty by their department head or designee shall receive five percent (5%) of their base salary for the specific hours performing the HazMat Duty assignment.

The parties agree that to the extent permitted by law, Hazardous Materials Duty Assignment Pay is special compensation and shall be reported as such to

CalPERS pursuant to Title 2, California Code of Regulations, Section 571(a)(4) Hazard Premium.

D. One-Time Payment

Effective the first full pay period following Council adoption of this MOU, all members currently employed on the date of City Council adoption of this MOU shall receive a one-time payment of \$1,000.00. Employees may select to receive the payment directly in their deferred compensation 457 account or on their paycheck. This one-time payment does not meet the criteria under Title 2, California Code of Regulations, Section 571(b) as reportable compensation for retirement purposes.

ARTICLE VIII - UNIFORMS, CLOTHING, TOOLS AND EQUIPMENT

A. Uniform and Safety Shoes

The City's Uniform and Safety Shoe Policy shall be set forth in Exhibit B, a copy of which is attached hereto and incorporated herein by this reference, provided however, that employees represented by HBMT working in the Police Department shall be issued property in accordance with the equipment issue form for their particular position to which they are assigned.

1. Safety Shoes – Cost

The City shall furnish safety shoes in accordance with the procedures and guidelines set forth in Exhibit B, provided however, that the maximum amount to be reimbursed for a pair of safety shoes will not exceed two hundred seventy-five dollars (\$275.00) per pair every six (6) months or sooner, if necessary.

2. Safety Glasses

Prescription safety glasses shall be provided upon the approval of the Supervisor. The cost of prescription safety glasses shall not exceed two hundred ninety-nine dollars (\$299.00) in each two (2) year period, or sooner if medically prescribed.

B. Tool Allowance

Those employees, who are required to furnish their own personal tools for use on the job, shall be provided with a tool allowance to offset a portion of the cost for said tools that are lost, stolen or broken when in use on the job. Such allowance shall be eight hundred dollars (\$800.00) per year, payable in January of each year, separate from payroll checks to those employees on active duty. In the event that an employee is hired or separates, their tool allowance for that calendar year shall be prorated on the

basis of the total number of months in which they were employed on the first working day of the year. It is understood that the employee has the responsibility to exercise care and diligence in preventing loss, theft and breakage of their personal tools.

The following classifications are eligible to receive tool allowance:

- Fleet Maintenance Crewleader
- Lead Fleet Maintenance Mechanic
- Mechanic
- Senior Mechanic
- Helicopter Maintenance Technician
- Senior Helicopter Maintenance Technician

C. Vehicle Use

The City Vehicle Use Policy is attached in Exhibit C. Approval is required by the City Manager or designee for any City vehicle to be taken home by an employee. Unit employees subject to the Vehicle Use Policy in Exhibit C shall be required to participate in the DMV Pull Notice Program.

ARTICLE IX - HOURS OF WORK/OVERTIME

A. Work Schedule

It is the intent of the City to provide an opportunity for employees to select a flexible (flex) schedule and/or alternative work schedule that is consistent with the City's objective that such schedules shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or designee.

1. Pay Definitions

For the purpose of this Agreement, the following definitions shall apply:

- a. Base Hourly Rate of Pay is defined as the hourly rate of pay that is identified in Exhibit A, Salary Schedules.
- b. Regular Rate of Pay is defined as the base hourly rate plus (including) special pays as identified in Article VII.
- c. Overtime Rate of Pay is defined as the base hourly rate of pay times one and one half (1 $\frac{1}{2}$) plus (including) special pays as identified in Article VII.

d. Hours of Work includes: General Leave, Holidays, Sick Leave and Compensatory Time for the purpose of calculating overtime.

2. <u>Defined Workweek under Fair Labor Standards Act (FLSA)</u>

It is understood that the City has established a workweek for each covered employee which meets the requirements of the FLSA and which will not result in overtime compensation as part of a normal work schedule. Each non-exempt employee shall be assigned a designated FLSA workweek for the correct calculation of overtime. The designated workweek shall not change unless extraordinary circumstances require a change in the employee's regular work schedule due to operational need. A change in the designated FLSA workweek shall be recommended by the Department Head and approved by the *Director of Human Resources*.

3. Flex Schedule and Alternative Work Schedule – Civic Center Employees

With Supervisor and Department Head approval employees may flex regular scheduled start times between the hours of 6:30 A.M. to 9:00 A.M. in half-hour increments (i.e. 6:30 A.M., 7:00 A.M., 7:30 A.M., 8:00 A.M., 8:30 A.M., and 9:00 A.M.). Flex schedules shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or designee. Once a flex schedule is established, an employee shall not change that schedule until the end of the pay period, with the approval of the Department Head.

Employees will have the option of working a 5/40 or 9/80 work schedule with Supervisor and Department Head approval. Employees assigned to the Police Department shall retain the option of working the 4/10 work schedule with Supervisor and Department Head approval. In order to maintain service to the public, departmental effectiveness, productivity and/or efficiency, a Department Head may assign an employee a different work schedule that is in compliance with the requirements of FLSA with City Manager approval.

a. 5/40 Work Schedule

The 5/40 work schedule shall be defined as working five (5) eight (8) hour days Monday through Friday each week plus a one (1) hour unpaid lunch during each work shift, totaling a forty (40) hour workweek. The assigned 5/40 work schedule must be in compliance with the requirements of FLSA.

b. 9/80 Work Schedule

The 9/80 work schedule, as outlined in Exhibit D, shall be defined for all employees assigned to the Civic Center as working nine (9) days for eighty (80) hours in a two (2) week pay period by working eight (8) days at nine (9) hours per day and working one (1) day (Friday) for eight (8) hours, plus a one (1) hour unpaid, scheduled lunch during each work shift, totaling forty (40) hours in each FLSA workweek. The 9/80 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or designee.

c. 4/10 Work Schedule

The 4/10 work schedule, as outlined in Exhibit E, shall be defined as working four (4) ten (10) hour days each week plus a one (1) hour unpaid lunch during each work shift, totaling forty (40) hours in each FLSA workweek. The assigned 4/10 work schedule must be in compliance with the requirements of FLSA. The 4/10 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or designee.

d. Existing Alternative Work Schedules

Non Civic Center employees who had an alternative work schedule (9/80 or 4/10) prior to February 1, 2003, may retain that alternative work schedule. Employees assigned to Beach Operations may be required to work a 4/10 work schedule.

Civic Center employees who had an alternative work schedule (9/80) prior to February 1, 2003, may revert to that alternative work schedule (9/80) in the event their Supervisor and/or Department Head determine that the 9/80 schedule set forth in this Article is inappropriate for the employee's classification.

B. Overtime/Compensatory Time

1. FLSA Workweek and Employee Pay Period

Each employee is assigned a designated workweek as a seven (7) day workweek that begins and ends based upon a defined work schedule. Each employee's pay period is a fourteen (14) day cycle that consists of two (2) consecutive workweeks.

It is the policy of the City that overtime is to be used only as needed or under emergency conditions, as approved by the City Manager or designee.

2. Overtime

FLSA "non-exempt" employees shall be compensated at the Overtime Rate (in the form of pay or compensatory time) for hours worked over forty (40) hours in a workweek.

3. Work Shift that Exceeds Thirteen (13) Hours

An employee who performs authorized work immediately preceding or upon completion of a regular work shift (extension of a workday) that exceeds thirteen (13) hours in a shift shall be compensated as follows:

- a. One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of their regular workday, up to and including thirteen (13) hours in any workday, and
- b. Two (2) times the employee's regular rate for all hours worked in excess of thirteen (13) hours in a workday.
- 4. The employee's Supervisor shall determine if the employee receives overtime pay or compensatory time. Consideration shall be given to effectuating the request of the employee; however, the maximum accrual for compensatory time shall be one hundred forty (140) hours.
- 5. Two (2) times per fiscal year an employee may cash out hours of banked compensatory time, for maximum annual cash out amount of one hundred ten (110) hours. The employee shall give payroll two (2) weeks advance notice of their decision to exercise such option.

C. Employee Fatigue

An employee who is called back to work following the end of their regularly scheduled work shift and proceeds to work more than five (5) consecutive overtime hours shall then be entitled to an eight (8) hour rest period without compensation, upon completion of the assignment. Regularly scheduled lunch periods are not considered part of this rest period.

If the eight (8) hour rest period extends into the employee's next regularly scheduled work shift, the employee shall suffer no loss of pay or accrued leave as a result thereof.

As far as is practicable, employees who have earned a rest period shall be relieved at the start of their regular work shift in order to take such rest period.

This application of this provision shall include scheduled work assignments and extended work assignments.

D. Callback

Employees called back to work shall be compensated a minimum of two (2) hours of overtime pay at the regular rate of pay. A Supervisor shall notify an employee, in advance, of the need to work overtime. Where overtime is worked as an extension of the workday, it shall not be considered call back. While overtime may be required to be worked, it is the City's policy to discourage the working of overtime, and to provide reasonable notification to an employee should overtime be required. An employee called back to work less than two (2) hours before their shift begins shall not be paid Call Back pay but will be paid in accordance with Article IX.C. Overtime/Compensatory Time.

E. Mandatory Standby

An employee who is placed on standby status by their Supervisor shall be compensated at an hourly rate equal to 0.180 of their base hourly rate of pay for the entire period of such assignment.

F. Acting Assignment

If an employee is formally assigned to work in a higher classification on a temporary basis for greater than three (3) consecutive weeks, the employee shall be compensated for all hours worked in the higher classification at a rate which is at least five percent (5%) above their pay step, but such pay increase shall not exceed ten percent (10%) and not to exceed the top step of the pay range for all hours worked in the higher classification. In the event a non-exempt employee is assigned to act in a classification that is exempt from overtime, the employee shall retain all special pays of their non-exempt classification and shall receive compensation for hours worked over forty (40) hours in the designated FLSA workweek on an hour for hour basis, at the regular rate of pay. Such pay shall be paid or credited to the employee's compensatory time off balance at the discretion of the Department Head or designee.

Acting assignments are not intended to exceed six (6) months unless extraordinary circumstances warrant an extension as recommended and approved by the *Director of Human Resources*. Under no circumstances shall an acting assignment exceed one (1) year nor shall it be considered a reclassification or a promotion. Employees

on acting assignment obtain no property rights in the acting assignment and may be returned to their regular position at any time.

Upon promotion to an FLSA exempt classification, all compensatory time off shall be cashed out prior to promotion at the employee's current regular rate of pay in the non-exempt classification.

G. Court Standby Time and Court Appearance Time

An employee who is required to perform court standby duty in the performance of their official capacity with the City, shall be eligible for Court Standby Time or Court Appearance Time.

An employee who is required to be on standby for a court appearance during other than their regularly scheduled work hours shall receive a minimum of three (3) hours' time at their regular rate of pay for each morning and afternoon session.

In the event an employee is required to appear in court during other than their regularly scheduled work hours, the employee shall receive a minimum of three (3) hours at the overtime rate; provided, however, that if such time overlaps with the employee's regularly scheduled work hours, this provision shall be limited to those hours occurring prior to or after the employee's regularly scheduled work time.

A legally served subpoena or the direction of the Department Head shall be required to support the payment of Court Standby or Appearance Time.

ARTICLE X - HEALTH AND OTHER INSURANCE BENEFITS

A. Health and Other Insurance Premiums

The City shall continue to make available group medical, dental and vision benefits to all employees. A copy of the medical, dental and vision plan brochures may be obtained from the Human Resources *Department*.

B. Eligibility, Criteria and Cost

1. City and Employee Paid Medical Insurance – Employees and Dependents

The City and employee shall each pay for health insurance premiums for qualified employees and dependent(s) effective the first of the month following the employee's date of hire. The employee deduction for premium contributions shall be aligned with the effective date of coverage upon the employee's separation.

The payroll deduction amount shall begin no later than the first full pay period following the effective date of coverage and prorated for coverage through the end of the month in which employment was separated. All employee contributions shall be deducted on a pre-tax basis.

2. Maximum Employer Contributions

For the term of this agreement, and thereafter unless modified by negotiated agreement of the parties, the City's maximum monthly employer contributions for each employee's health and other insurance premiums are set forth as follows, and summarized in the table below.

- a. Effective the pay period that includes *October 1, 2025*, the City's maximum monthly contribution to medical premiums will increase by \$75.00 per month, per medical plan and enrollment tier, up to, but not to exceed the monthly plan premium cost.
- b. Effective the pay period that includes *October 1, 2026*, the City's maximum monthly contribution to medical premiums will increase by \$65.00 per month, per medical plan and enrollment tier, up to, but not to exceed the monthly plan premium cost.
- c. Effective the pay period that includes October 1, 2027, the City's maximum monthly contribution to medical premiums will increase by \$55.00 per month, per medical plan and enrollment tier, up to, but not to exceed the monthly plan premium cost.
- d. The City's contribution to Delta Dental PPO, Delta Care HMO, and Vision Service Plans (VSP) will not increase, as shown in the table below. The dental insurance maximum coverage is two thousand dollars (\$2,000.00) per year.

The maximum City contribution shall be based on the employee's enrollment in each plan. If an employee's health insurance premium (medical, dental, and/or vision) exceeds the City's contribution, the employee shall be responsible for paying the difference between the cost of the premium and the City's contribution.

Maximum City Health Contributions

The City agrees to contribute up to the plan premium per tier, but not higher than the maximums listed below:

Plan	Tier	Current	Effective 10/1/2025	Effective 10/1/2026	Effective 10/1/2027
	Single	854.52	929.52	994.52	1,049.52
Medical	Two-Party	1,448.18	1,523.18	1,588.18	1,643.18
	Family	1,710.68	1,785.68	1,850.68	1,905.68
D - H -	Single	53.44	53.44	53.44	53.44
Delta Dental	Two-Party	100.34	100.34	100.34	100.34
PPO	Family	132.70	132.70	132.70	132.70
	Single	23.48	23.48	23.48	23.48
Delta Care HMO	Two-Party	39.95	39.95	39.95	39.95
	Family	61.07	61.07	61.07	61.07
	Single	21.88	21.88	21.88	21.88
VSP	Two-Party	21.88	21.88	21.88	21.88
	Family	21.88	21.88	21.88	21.88

3. Part-Time Employee Contributions

Part-time employees hired after July 1, 2006, shall receive a prorated amount of the City's contribution rate as established for full-time employees based on the employee's work schedule, either fifty percent (50%) for half-time (1/2) or seventy-five percent (75%) for three-quarter time (3/4).

4. Future Premiums and City Contributions

For the term of this agreement, and thereafter unless modified by negotiated agreement of the parties, the City's monthly contributions to medical, dental, and vision insurance shall remain as specified for the 2027 Health Contribution amounts, unless otherwise specified herein.

C. COBRA

Employees who terminate their employment with the City and their dependent(s) shall have any and all the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) benefits as well as Cal-COBRA (AB1401) to which the law entitles them.

D. Life and Accidental Death and Dismemberment Insurance

Each employee shall be provided with fifty-thousand dollars (\$50,000.00) of life insurance and fifty-thousand dollars (\$50,000.00) of accidental death and dismemberment insurance coverage paid for by the City. Each employee shall have the option, at their own expense, to purchase additional amounts of life insurance and accidental death and dismemberment insurance to the extent provided by the City's current providers.

E. Long Term Disability Insurance (LTD)

The City shall provide for each employee at the City's expense a long-term disability insurance plan. The parties agree to exclude job-related illness or injury from coverage. A copy of the LTD insurance plan may be obtained from the Human Resources *Department*.

The intent of long-term disability insurance is to assist employees who are off work for an extended period of time. While long-term disability benefits can be coordinated with accrued leave benefits to achieve on hundred percent (100%) of regular rate of pay, no employee may receive more than their regular rate of pay while receiving disability benefits and paid leave.

F. Medical Cash-Out

Group health insurance for this unit is provided by the Teamsters Miscellaneous Security Trust Fund. If an employee obtains approval from the Teamsters Miscellaneous Security Trust Fund to suspend medical and prescription benefits, they may receive a Medical Cash-Out. The amount of cash-out is equal to the City's contribution to the lowest cost employee-only medical premium offered to this unit.

Evidence of approved suspension must be submitted to the Human Resources *Department*. Medical Cash-Out would commence the beginning of the first pay period following the effective date of the approved suspension granted by the Teamsters Miscellaneous Security Trust Fund.

The Medical Cash-Out is subject to increase up to a maximum of \$929.52 effective October 1, 2025, up to \$994.52 effective October 1, 2026, and up to \$1,049.52 effective October 1, 2027, not to exceed the lowest cost single plan tier monthly premium. If the lowest cost single tier plan monthly premium is less than the Medical Cash-Out maximum, then, the cash-out will equal the lowest cost single plan tier monthly premium.

G. Section 125 Employee Plan

This plan allows employees to use pre-tax salary deductions to pay for regular childcare, adult dependent care and/or unreimbursed medical expenses allowable under the Internal Revenue Service rules for a Section 125 plan.

H. Miscellaneous

- Nothing in this Article shall be deemed to restrict the City's right to change insurance carriers or self-fund should circumstance warrant. City shall, however, notify the Association of any proposed change and allow the Association an opportunity to review any proposed change and make recommendations to the City.
- 2. Nothing in this Article shall be deemed to obligate the City to improve the benefits outlined in this Article.
- 3. When the City grants an employee leave without pay for reason of medical disability, the City shall continue to contribute its share of the employee's insurance premiums, pursuant to Article X.B.2. for the time the employee is in a non-pay status for the length of said leave not to exceed twenty-four (24) months. The City shall provide timely written notification of employee rights under this Article and the LTD Plan and will assist the employee in processing LTD claims so that undue delay in receiving LTD payments is avoided.
- 4. The City and the Association participate in a City-wide joint labor and management Insurance and Benefits Advisory Committee to discuss and study issues relating to insurance benefits available for employees.

5. <u>Health Plan Over-Payments</u>

Employees shall be responsible for accurately reporting changes in the status of dependent(s), which affect their eligibility for health plan coverage ninety (90) days after the date of such status change. The City shall use its best efforts to advise all employees of their obligation to report changes in the status of dependent(s), which affect their eligibility. If an employee fails to report a status change that

affects eligibility within ninety (90) days, the City shall have the right to recover any premiums paid by the City, on behalf of ineligible dependents. Recovery of such overpayments shall be made as follows:

- a. The employee's bi-weekly salary warrant shall be reduced by one-half (1/2) of the amount of the bi-weekly overpayment. Such reduction shall continue until the entire amount of the overpayment is recovered.
- b. The City shall be entitled to recover a maximum of twelve (12) months premium overpayments. Neither the employee nor the dependent shall be liable to the City other than as provided herein.

I. Retiree Medical Coverage for Retirees Not Eligible for the City Retiree Medical Subsidy Plan

Employees who retire from the City after January 1, 2004, and are granted a retirement allowance by the California Public Employees Retirement System (CalPERS) and are not eligible for the City's Retiree Medical Subsidy Plan, may choose to participate in City sponsored medical insurance plans until the first of the month in which they turn age sixty-five (65).

The retiree shall pay the full premium for City sponsored medical insurance for themselves and/or qualified dependents without any City subsidy.

Employees who retire from the City and receive a retirement allowance from the CalPERS and are not eligible for the City's Retiree Medical Subsidy Plan and choose not to participate in City sponsored medical insurance, upon retirement permanently lose eligibility for this insurance.

However, if a retiree who is not eligible for the City's Retiree Medical Subsidy Plan chooses not to participate in a City sponsored medical insurance plan because the retiree has access to other group medical insurance, and subsequently loses eligibility for that group medical insurance, the retiree and their qualified dependents will have access to City sponsored medical insurance plans reinstated.

Eligibility for retiree medical coverage terminates the first of the month in which the retiree or qualified dependent turns age sixty-five (65).

J. Post-65 Supplemental Medicare Coverage

Retirees who are participating in the Retiree Medical Subsidy Plan as of January 1, 2004, and all future retirees who meet the criteria to participate in City sponsored

medical insurance, with or without the Retiree Medical Subsidy Plan, may participate in a City sponsored medical insurance plan that is supplemental to Medicare.

A retiree or qualified dependent must choose to participate in a City sponsored medical insurance plan that is supplemental to Medicare beginning the first of the month in which the retiree or qualified dependent turns age sixty-five (65).

The retiree shall pay the full premium to participate in a City sponsored medical insurance plan that is supplemental to Medicare for themselves or qualified dependents without any City subsidy.

Retirees or qualified dependents upon turning age sixty-five (65), who choose not to participate in a City sponsored medical insurance plan that is supplemental to Medicare, permanently lose eligibility for this insurance.

ARTICLE XI - RETIREMENT

A. Benefits

1. Self-Funded Supplemental Retirement Benefit

Employees hired prior to December 27, 1997, are eligible for the Self-Funded Supplemental Retirement Benefit, which provides that:

- a. In the event a PERS member elects Option #1, #2, #2W, #3, #3W or #4 of the Public Employees' Retirement law, the City shall pay the difference between the employee's elected option and the unmodified allowance which the retiree would have received for their life alone as provided in California Government Code sections 21455, 21456, 21457, and 21458 as said referenced Government Code sections exist as of the date of this agreement. This payment shall be made only to the retiree and shall be payable by the City during the life of the member, and upon that retiree's death, the City's obligation shall cease. The method of funding this benefit shall be at the sole discretion of the City. This benefit is vested for employees covered by this Agreement.
- b. Employees hired on or after December 27, 1997, shall not be eligible for this benefit referenced in A.1.a. herein above.

2. <u>Deferred Compensation</u>

Any employee who contributes one dollar (\$1.00) or more per pay period to their deferred compensation account shall receive an employer contribution in the amount of nine dollars and twenty-three cents (\$9.23) per pay period to the employee's deferred compensation account.

3. Medical Insurance for Retirees

- a. Upon retirement, whether service or disability, each employee shall have the following options in regards to medical insurance under City sponsored plans:
 - i. With no change in benefits, retirees can stay in any of the plans offered by the City, at the retiree's own expense, for the maximum time period allowed by federal law (COBRA), state law (Cal-COBRA); or,
 - ii. Retirees may participate in the Retiree Medical Subsidy Plan, attached hereto as Exhibit *F*, as amended, based upon the eligibility requirements described in Exhibit *F*.
 - iii. The value of any unused earned leave benefits may be transferred to deferred compensation at retirement, but only during the time that the employee is actively employed with the City. The latest opportunity for such transfer must be the pay period prior to the employee's last day of employment.
- b. Employees hired on or after October 1, 2014, shall not be eligible for this benefit referenced in A.3.a.ii. herein above.

B. California Public Employees' Retirement System (CalPERS)

1. "Classic Member" Miscellaneous Unit Members

- a. Retirement Formula Members of the City's miscellaneous retirement plan with the California Public Employees' Retirement System (CalPERS) shall receive the 2.5% @ age 55 CalPERS retirement plan.
- b. <u>Member Contribution</u> All miscellaneous bargaining unit "classic" members shall pay to CalPERS as part of the required member retirement contribution eight percent (8%) of pensionable income.
- c. <u>Classic Member Miscellaneous CalPERS Cost Sharing</u> Upon the effective date of this agreement, all classic members shall pay one percent (1%) additional compensation earnable as employer cost sharing in accordance with Government Code section 20516(f) for capped maximum employee pension contribution of nine percent (9%). The parties agree that this cost sharing agreement per Government Code section 20516(f) shall continue after the expiration of this MOU unless/until otherwise negotiated to either an agreement (in a successor MOU) or the expiration of the impasse process by the parties. This provision shall not sunset at the end of this agreement.

- d. <u>One-Year Final Compensation</u> The City shall contract with CalPERS to have retirement benefits calculated based upon the "classic" member employee's highest one year's compensation, pursuant to the provisions of Section 20042 (highest single year).
- e. The obligations of the City and the retirement rights of employees as provided in this Article shall survive the term of this MOU.
- 2. <u>"New Member" Miscellaneous Unit Members</u>- For "New Members" within the meaning of the California Public Employees' Pension Reform Act (PEPRA) of 2013.
 - a. <u>CalPERS New Member Retirement Formula</u> "New" Members shall be governed by the two percent at age 62 (2%@ 62) retirement formula set forth in Government Code Section 7522.20.
 - b. <u>Final Compensation</u> Final Compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.
 - c. New Member Miscellaneous CalPERS Member Contribution All "new" members as defined by PEPRA and determined by CalPERS, shall contribute one half (50%) of the normal cost as established by CalPERS each year in its annual valuation for the City, as required by California Government Code Section 7522.30(c).
 - d. New Member Miscellaneous CalPERS Cost Sharing Upon the effective date, new members shall cost share 1.00% pensionable compensation in accordance with Government Code section 20516(f). This will ensure that these members will pay 7.25% of pensionable compensation when combined with the 6.25% pensionable compensation that these employees are required to pay as determined by CalPERS's annual evaluation. If in future fiscal years the member contribution rate for new members shall become greater or less than 6.25% of pension compensation, as determined by CalPERS's annual valuation, employees shall continue to pay one percent (1%) above as cost sharing per Government Code section 20516 (f).

C. Pre-Retirement Optional Settlement 2 Death Benefit

Employees shall be covered by the Pre-Retirement Optional Settlement 2 Death Benefit Government Code Section 21548.

D. Fourth Level of 1959 Survivor Benefits

- Employees shall be covered by the Fourth Level of the 1959 Survivor Benefit as identified in Government Code Section 21574.
- E. The City has adopted the CalPERS Resolution in accordance with IRS Code section 414(h)(2) and both the employee contribution and the City pickup of the required member contribution are made on a pre-tax basis. However, ultimately the tax status of any benefit is determined by law.

ARTICLE XII – LEAVE BENEFITS

A. Leave With Pay

1. General Leave

a. <u>Accrual</u> – Employees accrue leave at the accrual rates outlined below. General Leave may be used for any purpose, including vacation, Sick Leave, and personal leave.

Years of Service	<u>Full-Time</u>	Three-Quarter <u>Time</u>	One-Half Time
First through Fourth Year	176 Hours	132 Hours	88 Hours
Fifth through Ninth Year	200 Hours	150 Hours	100 Hours
Tenth through Fourteenth Year	224 Hours	168 Hours	112 Hours
Fifteenth Year and Thereafter	256 Hours	192 Hours	128 Hours

b. Eligibility and Approval

General Leave must be pre-approved, except for illness, injury, or family sickness, which may require a physician's statement for approval. General Leave accrued time is to be computed from hire date anniversary. Employees shall not be permitted to take general leave in excess of actual time earned. Employees shall not accrue General Leave in excess of six hundred forty (640) hours. An employee who earns General Leave hours in excess of six hundred forty (640) hours shall be paid the cash value of those additional hours in their paycheck. Employees may not use their General Leave to advance their separation date on retirement or other separation from employment.

c. Conversion to Cash

Two (2) times during each fiscal year, each employee shall have the option to convert into a cash payment or deferred compensation up to a total of one-hundred and twenty (120) hours of accrued General Leave per fiscal year. The value of each hour of conversion is at the employee's current base hourly rate of pay, as reflected in Exhibit A. The employee shall give payroll two (2) weeks advance notice of their decision to exercise such option.

d. One (1) Week Minimum Vacation Requirement

Employees in the following positions, or their reclassified equivalent, in the Finance Department, shall take a minimum of one (1) week (i.e., five (5) consecutive workdays) paid vacation each calendar year:

Accounting Technician
Senior Accounting Technician
Accounting Technician Supervisor
Field Service Representative
Senior Accountant (responsible for bank reconciliation)

2. City Paid Holidays

- a. Full-time employees shall be compensated for the employee's regularly scheduled work shift for the following holidays:
 - 1. New Year's Day
 - 2. Martin Luther King Day (third Monday in January)
 - 3. Presidents' Day (third Monday in February)
 - 4. Memorial Day (last Monday in May)
 - 5. Independence Day (July 4)
 - 6. Labor Day (first Monday in September)
 - 7. Veterans Day (November 11)
 - 8. Thanksgiving Day (fourth Thursday in November)
 - 9. The Friday after Thanksgiving
 - 10. Christmas Eve (December 24)
 - 11. Christmas Day (December 25)
 - 12. New Year's Eve (December 31)

Any day declared by the President of the United States to be a national holiday or by the Governor of the State of California to be a State holiday and adopted as an employee holiday by the City Council of Huntington Beach.

b. City Observed Holidays

The parties agree that the City shall issue an official City holiday calendar in January of each year that will determine the dates that holidays are observed, following the guidelines below:

- i. City-paid holidays which fall on Saturday shall be observed the preceding Friday, and those falling on Sunday shall be observed the following Monday.
- ii. In the event that two consecutive City-paid holidays fall on a Friday and Saturday, the two holidays shall be observed on the preceding Thursday and Friday.
- iii. In the event that two consecutive City-paid holidays fall on a Sunday and Monday, the two holidays shall be observed on Monday and the following Tuesday.

c. Holiday Paid Time Off for Part-Time Employees

A permanent part-time employee shall have City paid holidays paid as time off with a prorated amount proportion to their regular hours worked, respectively for the holidays listed above in Article XII.2.a.

d. Holiday Pay For Work on a City Observed Holiday

In the event an employee is assigned to work on the City observed holiday, in addition to being paid for the holiday at the employee's regular rate of pay, whether it is or is not the employee's regularly scheduled workday, the employee shall be paid for working the holiday at the regular rate of pay unless FLSA overtime provisions apply, meaning the employee will be paid overtime.

e. Holiday Pay for Work on an Actual Holiday (Not the City Observed Date)

An employee who works on the actual holiday as listed in Article XII.2.A. 1-10, in addition to being paid for the holiday at the employee's regular rate of pay, the employee shall be compensated at the overtime rate.

f. An employee who is assigned or required to work on both the City observed holiday date and on the actual date that the holiday falls, shall only be paid for one City holiday (as applicable per section E. or F. above).

g. Alternative Work Schedules

Refer to the Leave Benefits Holiday sections in Exhibit D 9/80 Work Schedule and Exhibit E 4/10 Work Schedule for employees on alternative work schedules.

h. CalPERS Reporting of Holiday Pay

Employees who are required to work on a holiday observed by the City, either on the date observed by the City or on the date that the actual holiday falls as a part of their regular work schedule, shall have their holiday pay reported to CalPERS. Classifications eligible for this CalPERS reporting are:

Crime Scene Investigator

Parking and Camping Crewleader

Parking and Camping Operations Lead

Parking Meter Technician

Parking / Traffic Control Officer

Police Records Supervisor

Police Records Technician

Police Records Specialists (assigned to the Records Bureau)

Police Service Specialists (assigned to the Records Bureau)

Police Systems Coordinator

Public Works Equipment Operator

Public Works Maintenance Crewleader

Senior Public Works Maintenance Worker

i. If an employee is scheduled to work on a holiday and will lose that holiday time due to their General Leave bank having reached the maximum cap of six hundred forty (640) hours, at the employee's request, the employee may cash out the part of their holiday time they will lose.

3. Sick Leave

a. Accrual

No employee shall accrue Sick Leave.

b. Credit

Employees hired prior to March 30, 2002, shall be credited with their Sick Leave accrued as of March 29, 2002.

c. Usage

Employees may use accrued Sick Leave for the same purposes for which it was used prior to March 30, 2002.

d. Payoff at Separation

Upon separation, all employees shall be paid, at their current salary rate, for twenty-five percent (25%) of unused, earned Sick Leave from four hundred and eighty (480) hours through seven hundred and twenty (720) hours, and for fifty percent (50%) of all unused, earned Sick Leave in excess of seven hundred and twenty (720) hours.

e. Extended Absences

Sick Leave shall not be used to extend absences due to work related (industrial) injuries or illnesses.

4. Bereavement Leave

Employees shall be entitled to bereavement leave not to exceed *five* (5) work shifts in each instance of death in their immediate family. Immediate family is defined as a parent, sibling, spouse, registered domestic partner, child, grandparent, grandchild, or wards of which the employee is the legal guardian, recognizing all birth, marital, and other legal ties (i.e., step relatives, in-laws, etc.).

5. Association Business

An allowance of eight hundred (800) hours per year shall be established for the purpose of allowing duly authorized representatives of the Association to conduct lawful Association activities. The parties agree to meet and confer during the term of the Agreement to establish guidelines for use of Association Business time.

6. Jury Duty

Employees who are regularly scheduled to work on swing or graveyard shifts, as defined in Article VII.B.2., shall be placed on a day shift if they are required to appear for jury duty selection for a period of more than one day.

7. <u>Leave Benefits Entitlement</u>

The City shall comply with all state and federal leave benefit entitlement laws. An eligible employee on an approved leave shall be allowed to use earned Sick Leave, General Leave, and/or Compensatory Time for serious and non-serious family or personal health issues. For more information on employee leave options, contact the Human Resources *Department*.

ARTICLE XIII - CITY RULES

All MOU provisions that supersede the City's Personnel Rules shall automatically update the City's Personnel Rules and be incorporated into such rules.

ARTICLE XIV - MISCELLANEOUS

A. Grievance Arbitration

Any grievance as defined and described in Rules 19 and 20 of the City Personnel Rules (Resolution No. 3960), shall be settled in accordance with the procedures set forth in said Rules except that the parties to the grievance may, by mutual agreement, submit the grievance to a neutral arbitrator whose decision shall be final and binding on the parties. The arbitrator shall be selected by the parties from listings of and pursuant to the rules of the American Arbitration Association. This procedure, if adopted by the parties, shall be in lieu of Step 5 of Rule 19, or Step 4 of Rule 20, and the fees charged by the arbitrator or hearing officer and court reporter shall be paid equally, fifty-fifty (50-50) by the City and the Association.

B. Promotional Procedures

1. Tie Scores

When promotions are to be made, and two or more employees are found to be equal as a result of promotional examinations conducted by the City, the employee with the greatest length of service with the City shall receive the promotion.

2. Salary Upon Promotion

Upon promotion, an employee shall be compensated at the same step in the salary range for their new classification, subject to the following provisions:

- a. Except for the provisions of sub-paragraphs b and c below, no employee shall receive greater than ten percent (10%) increase upon promotion.
- b. If "A" Step of the classification upon promotion is greater than ten percent (10%) increase, the employee shall be compensated at "A" step upon promotion.
- c. If the employee would be eligible for a step increase within eleven (11) months of the date of promotion in their classification before promotion, then the *Director of Human Resources* may authorize an increase greater than ten percent (10%) upon promotion.

C. <u>Labor-Management Relations Committee</u>

The City and HBMT participate in a Labor-Management Relations Committee as follows:

- 1. The Association and the City recognize that the participation of employees in the formulation and implementation of personnel policy and practices affects their well-being and the efficient administration of the Government. The parties further recognize that the entrance into formal agreement with each other is but one act of joint participation, and that the success of a labor-management relationship is further assured if a forum is available and used to communicate with each other. The parties therefore agree to the structure of Labor-Management Relations Committees (LMRC) for the purpose of exchanging information and the discussion of matters of concern or interest to each of them, in the broad area of working conditions, wages and hours.
- 2. The City of Huntington Beach shall have an LMRC. The formation of this LMRC shall not serve as the basis for reopening the meet and confer process to modify this MOU.
- 3. The LMRC shall meet monthly. The City shall be represented by the City Manager (or designee), the Director of Human Resources (or designee), and Department Heads. Four (4) representatives at these meetings shall represent the Association.
- 4. The City agrees that any meeting conducted under this Article shall be conducted in facilities furnished by the City, and Association representatives shall be released from their duties at work to attend the LMRC.
- 5. The parties shall exchange agenda items five (5) workdays before each scheduled LMRC meeting described in this section. Matters not on the agenda may be discussed by mutual consent. If either party timely forwards an agenda, the meeting will be held.

D. Copies of MOU

The City agrees to print this Memorandum of Understanding for each employee requesting a copy.

E. Position Classification Issues

1. Class Specifications

The City shall send the Association a copy of each new job description approved for classifications within the representation unit.

2. Reclassification Impact

It is not the intention of the City to demote or layoff an employee through reclassification. Prior to imposing a Y-rating, or layoff resulting from classification reviews, the City agrees to meet and confer with Association representatives.

F. Class A and B Driver License Fees

The City shall reimburse employees for costs associated with obtaining and renewing Class A and Class B driver licenses where required by the City for the position.

G. <u>Deferred Compensation Loan Program</u>

Employees may utilize this program, under which employees may borrow up to fifty percent (50%) of their deferred compensation funds for critical needs such as medical costs, college tuition, or purchase of a home.

H. Performance Evaluations/ Written Reprimand Appeals

Employees may appeal the results of a performance evaluation or written reprimand. Such appeals shall be initiated through the appropriate chain of command (which may include the LMRC) and any decision made by the Department Head shall be considered final.

I. HBMT Letter of Introduction

A one-page letter of introduction from HBMT, and of HBMT's choosing, regarding the benefits and purpose of joining the HBMT, will be included in all HBMT eligible new employee orientation packets.

J. <u>Department of Transportation (DOT) Random Alcohol and Controlled Substance</u> <u>Testing</u>

During the term of the Agreement, the City and the Association agree to meet and confer to update the policy in accordance with the law.

K. <u>Update Employee-Employer Relations Resolution (EERR)</u>

During the term of the Agreement, the City and the Association agree to meet and confer to update the Employee-Employer Relations Resolution to reflect current state law.

L. Required Fingerprinting of Employees

The City requires that all employees who are hired, transferred, or promoted to positions that require fingerprinting by federal, state or local law(s) be fingerprinted according to said law(s). The City may also require employees to be fingerprinted if they are hired, transferred or promoted into positions with oversight responsibilities for senior citizens or oversight responsibilities for confidential, and or sensitive documents or equipment.

M. Beach Parking

Employees may purchase a City beach parking pass at the senior discount rate.

N. Reasonable Suspicion Alcohol and Controlled Substance Testing

The City maintains the right to conduct a test during working hours of any employee that it reasonably suspects is under the influence of alcohol or a controlled substance in the workplace. The policy to implement such testing shall be established by the City and the Association during the term of the Agreement.

O. <u>Performance Evaluations</u>

During the term of the agreement, the parties agree to meet and confer on an updated performance evaluation system.

P. Hazardous Duty Assignment Pay and Standby Pay

During the term of the agreement, the parties agree to meet and confer on matters related to Hazardous Duty Assignment Pay and Standby Pay

Q. Layoff, Bumping Rights and Re-Employment

The parties agree to meet and confer on matters related to Layoff, Bumping Rights and Re-Employment within 90 days of City Council adoption of this MOU, and to finalize a Side Letter of Agreement within 120 days of City Council adoption.

ARTICLE XV - CITY COUNCIL APPROVAL

It is the intent of the City and Association that this Memorandum of Understanding represents an "Agreement" between the undersigned within the meaning of Section 8-2 of the Huntington Beach Employer-Employee Relations Resolution; however, this Memorandum of Understanding is of no force or effect whatsoever unless adopted by Resolution of the City Council of the City of Huntington Beach.

	VITNESS WHEREOF, the parties herstanding this day of		
	CITY OF HUNTINGTON BEACH		HUNTINGTON BEACH MUNICIPAL TEAMSTERS
Зу:		Ву:	
-	Travis Hopkins City Manager		Gretchen Erickson HBMT Chief Steward
Зу:		Ву:	
-	Marissa Sur Director of Human Resources		Carlos Rubio President, Teamsters Local 986
		By:	APPROVED AS TO FORM
		_	Mike Vigliotta City Attorney

HBMT LIST OF MOU EXHIBITS

EXHIBITS	SUBJECT
Α	Class/Salary Schedule
В	Uniform Policy
B-1	Uniform Listing by Category/Class
С	Vehicle Use Policy
D	9/80 Work Schedule
E	4/10 Work Schedule
F	Provisions of the Retiree Medical Subsidy Plan
G	Agency Shop Agreement
Н	Catastrophic Leave Donation Program
	Teamsters Miscellaneous Security Trust

HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT A – SALARY SCHEDULE EFFECTIVE JANUARY 1, 2025

		1 1 1 0 2 1	, _						
Classification Title	Range	A	В	С	D	Е	F	G	н
Accountant	184	\$34.60	\$36.33	\$38.15	\$40.06	\$42.06	\$44.16	\$46.37	\$48.69
Accounting Technician	156	\$26.19	\$27.50	\$28.87	\$30.32	\$31.83	\$33.42	\$35.09	\$36.85
Accounting Technician Supervisor	181	\$33.58	\$35.26	\$37.03	\$38.88	\$40.82	\$42.86	\$45.01	\$47.26
Administrative Assistant	153	\$25.42	\$26.69	\$28.02	\$29.42	\$30.90	\$32.44	\$34.06	\$35.76
Art Programs Curator	170	\$30.10	\$31.61	\$33.19	\$34.85	\$36.59	\$38.42	\$40.34	\$42.36
Assistant Civil Engineer	204	\$42.22	\$44.33	\$46.55	\$48.87	\$51.32	\$53.88	\$56.58	\$59.41
Assistant Engineer	192	\$37.47	\$39.34	\$41.31	\$43.37	\$45.54	\$47.82	\$50.21	\$52.72
Assistant Planner	186	\$35.30	\$37.06	\$38.91	\$40.86	\$42.90	\$45.05	\$47.30	\$49.67
Building Inspector	182	\$33.92	\$35.62	\$37.40	\$39.27	\$41.23	\$43.29	\$45.46	\$47.73
Business License Supervisor	187	\$35.65	\$37.43	\$39.30	\$41.27	\$43.33	\$45.50	\$47.77	\$50.16
Buyer	182	\$33.92	\$35.62	\$37.40	\$39.27	\$41.23	\$43.29	\$45.46	\$47.73
Civilian Investigator	172	\$30.71	\$32.24	\$33.85	\$35.55	\$37.32	\$39.19	\$41.15	\$43.21
Code Enforcement Officer	161	\$27.52	\$28.90	\$30.34	\$31.86	\$33.45	\$35.13	\$36.88	\$38.73
Code Enforcement Technician	143	\$23.01	\$24.16	\$25.37	\$26.64	\$27.97	\$29.37	\$30.84	\$32.38
Combination Inspector	189	\$36.37	\$38.18	\$40.09	\$42.10	\$44.20	\$46.41	\$48.73	\$51.17
	154	\$25.67	\$26.96	\$28.30	\$29.72	\$31.20	\$32.76	\$34.40	\$36.12
Community & Library Services Coordinator		-							
Community & Library Services Supervisor	187	\$35.65	\$37.43	\$39.30	\$41.27	\$43.33	\$45.50	\$47.77	\$50.16
Community Relations Specialist	164	\$28.36	\$29.78	\$31.26	\$32.83	\$34.47	\$36.19	\$38.00	\$39.90
Community Services Officer	167	\$29.22	\$30.68	\$32.21	\$33.82	\$35.51	\$37.29	\$39.15	\$41.11
Construction Inspector	178	\$32.60	\$34.23	\$35.94	\$37.73	\$39.62	\$41.60	\$43.68	\$45.87
Crime Analyst	183	\$34.26	\$35.97	\$37.77	\$39.66	\$41.64	\$43.72	\$45.91	\$48.21
Crime Scene Investigator	175	\$31.64	\$33.22	\$34.88	\$36.62	\$38.46	\$40.38	\$42.40	\$44.52
Deputy City Clerk	167	\$29.22	\$30.68	\$32.21	\$33.82	\$35.51	\$37.29	\$39.15	\$41.11
Electrician	179	\$32.92	\$34.57	\$36.30	\$38.11	\$40.02	\$42.02	\$44.12	\$46.32
Emergency Medical Services Coordinator	222	\$50.50	\$53.03	\$55.68	\$58.46	\$61.38	\$64.45	\$67.68	\$71.06
Emergency Management Administrator	214	\$46.64	\$48.97	\$51.42	\$53.99	\$56.69	\$59.52	\$62.50	\$65.62
		\$29.22				-			
Engineering Aide	167		\$30.68	\$32.21	\$33.82	\$35.51	\$37.29	\$39.15	\$41.11
Engineering Technician	185	\$34.95	\$36.69	\$38.53	\$40.46	\$42.48	\$44.60	\$46.83	\$49.17
Environmental Specialist	209	\$44.37	\$46.59	\$48.92	\$51.37	\$53.94	\$56.63	\$59.46	\$62.44
Equipment Parts Inventory Supply Clerk	157	\$26.45	\$27.77	\$29.16	\$30.62	\$32.15	\$33.76	\$35.44	\$37.22
Executive Assistant to City Manager	183	\$34.26	\$35.97	\$37.77	\$39.66	\$41.64	\$43.72	\$45.91	\$48.21
Facilities Maintenance Coordinator	156	\$26.19	\$27.50	\$28.87	\$30.32	\$31.83	\$33.42	\$35.09	\$36.85
Facilities Maintenance Technician	158	\$26.71	\$28.05	\$29.45	\$30.92	\$32.47	\$34.09	\$35.80	\$37.59
Facilities Security Coordinator	155	\$25.93	\$27.22	\$28.59	\$30.02	\$31.52	\$33.09	\$34.75	\$36.48
Field Service Representative	161	\$27.52	\$28.90	\$30.34	\$31.86	\$33.45	\$35.13	\$36.88	\$38.73
Fire Prevention Inspector	183	\$34.26	\$35.97	\$37.77	\$39.66	\$41.64	\$43.72	\$45.91	\$48.21
	175	\$31.64	\$33.22	\$34.88	\$36.62	\$38.46	\$40.38	\$42.40	\$44.52
Fire Training Maintenance Technician									
Fleet Maintenance Crew Leader	191	\$37.10	\$38.95	\$40.90	\$42.94	\$45.09	\$47.35	\$49.71	\$52.20
Forensic Systems Specialist	196	\$38.99	\$40.94	\$42.99	\$45.14	\$47.39	\$49.76	\$52.25	\$54.86
Geographic Information Systems Analyst	199	\$40.17	\$42.18	\$44.29	\$46.50	\$48.83	\$51.27	\$53.83	\$56.52
Graphic Designer	164	\$28.36	\$29.78	\$31.26	\$32.83	\$34.47	\$36.19	\$38.00	\$39.90
Hazardous Materials Program Specialist	195	\$38.60	\$40.53	\$42.56	\$44.69	\$46.92	\$49.27	\$51.73	\$54.32
Helicopter Maintenance Technician	180	\$33.25	\$34.91	\$36.66	\$38.49	\$40.42	\$42.44	\$44.56	\$46.79
Human Resources Technician	157	\$26.45	\$27.77	\$29.16	\$30.62	\$32.15	\$33.76	\$35.44	\$37.22
Information Technology Project Coordinator	206	\$43.07	\$45.22	\$47.48	\$49.86	\$52.35	\$54.97	\$57.72	\$60.60
Information Technology Analyst	204	\$42.22	\$44.33	\$46.55	\$48.87	\$51.32	\$53.88	\$56.58	\$59.41
Information Technology Technician	158	\$26.71	\$28.05	\$29.45	\$30.92	\$32.47	\$34.09	\$35.80	\$37.59
Irrigation Specialist	159	\$26.98	\$28.33	\$29.75	\$31.23	\$32.80	\$34.44	\$36.16	\$37.96
	175	\$31.64	\$33.22	\$34.88	\$36.62	\$38.46	\$40.38	\$42.40	\$44.52
Landscape Maintenance Inspector							· .		
Latent Print Examiner	187	\$35.65	\$37.43	\$39.30	\$41.27	\$43.33	\$45.50	\$47.77	\$50.16
Lead Construction Inspector	208	\$43.93	\$46.13	\$48.44	\$50.86	\$53.40	\$56.07	\$58.88	\$61.82
Lead Facilities Maintenance Worker	182	\$33.92	\$35.62	\$37.40	\$39.27	\$41.23	\$43.29	\$45.46	\$47.73
Lead Fleet Maintenance Mechanic	182	\$33.92	\$35.62	\$37.40	\$39.27	\$41.23	\$43.29	\$45.46	\$47.73
Lead Information Technolgy Technician	189	\$36.37	\$38.18	\$40.09	\$42.10	\$44.20	\$46.41	\$48.73	\$51.17
Lead Public Works Maintenance Worker	175	\$31.64	\$33.22	\$34.88	\$36.62	\$38.46	\$40.38	\$42.40	\$44.52
Lead Wastewater Worker	179	\$32.92	\$34.57	\$36.30	\$38.11	\$40.02	\$42.02	\$44.12	\$46.32
Lead Water Utility Worker	181	\$33.58	\$35.26	\$37.03	\$38.88	\$40.82	\$42.86	\$45.01	\$47.26
Legal Assistant	164	\$28.36	\$29.78	\$31.26	\$32.83	\$34.47	\$36.19	\$38.00	\$39.90
Librarian I	172	\$30.71	\$32.24	\$33.85	\$35.55	\$37.32	\$39.19	\$41.15	\$43.21
Librarian II	180	\$33.25	\$34.91	\$36.66	\$38.49	\$40.42	\$42.44	\$44.56	\$46.79
	 								
Library Services Assistant	136	\$21.46	\$22.54	\$23.66	\$24.84	\$26.09	\$27.39	\$28.76	\$30.20
Library Specialist	154	\$25.67	\$26.96	\$28.30	\$29.72	\$31.20	\$32.76	\$34.40	\$36.12
Literacy Program Specialist	172	\$30.71	\$32.24	\$33.85	\$35.55	\$37.32	\$39.19	\$41.15	\$43.21
Management Aide	181	\$33.58	\$35.26	\$37.03	\$38.88	\$40.82	\$42.86	\$45.01	\$47.26
Mechanic	168	\$29.51	\$30.98	\$32.53	\$34.16	\$35.87	\$37.66	\$39.54	\$41.52
Office Assistant I	122	\$18.67	\$19.60	\$20.58	\$21.61	\$22.69	\$23.83	\$25.02	\$26.27
Office Assistant II	138	\$21.89	\$22.99	\$24.14	\$25.34	\$26.61	\$27.94	\$29.34	\$30.81
Parking Meter Technician	160	\$27.25	\$28.61	\$30.04	\$31.55	\$33.12	\$34.78	\$36.52	\$38.34
Parking & Camping Operations Lead	170	\$30.10	\$31.61	\$33.19	\$34.85	\$36.59	\$38.42	\$40.34	\$42.36
	141	\$22.56	\$23.68	\$24.87		\$27.42	\$28.79	\$30.23	\$31.74
Parking & Camping Assistant					\$26.11				
Parking & Camping Crewleader	188	\$36.01	\$37.81	\$39.70	\$41.68	\$43.77	\$45.95	\$48.25	\$50.66
Parking/Traffic Control Officer	141	\$22.56	\$23.68	\$24.87	\$26.11	\$27.42	\$28.79	\$30.23	\$31.74
Parking/Traffic Control Supervisor	171	\$30.40	\$31.92	\$33.52	\$35.20	\$36.95	\$38.80	\$40.74	\$42.78

HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT A – SALARY SCHEDULE EFFECTIVE JANUARY 1, 2025

EFFE	CHAF	ANUA	K 1 1, 2	025					
Classification Title	Range	A	В	С	D	Е	F	G	н
Payroll Specialist	175	\$31.64	\$33.22	\$34.88	\$36.62	\$38.46	\$40.38	\$42.40	\$44.52
Permit Technician	154	\$25.67	\$26.96	\$28.30	\$29.72	\$31.20	\$32.76	\$34.40	\$36.12
Pest Control Specialist	159	\$26.98	\$28.33	\$29.75	\$31.23	\$32.80	\$34.44	\$36.16	\$37.96
Planning Aide	164	\$28.36	\$29.78	\$31.26	\$32.83	\$34.47	\$36.19	\$38.00	\$39.90
Plans Examiner	197	\$39.38	\$41.35	\$43.42	\$45.59	\$47.87	\$50.26	\$52.77	\$55.41
Police Records Specialist	134	\$21.04	\$22.09	\$23.20	\$24.36	\$25.57	\$26.85	\$28.19	\$29.60
Police Records Supervisor	171	\$30.40	\$31.92	\$33.52	\$35.20	\$36.95	\$38.80	\$40.74	\$42.78
Police Services Specialist	154	\$25.67	\$26.96	\$28.30	\$29.72	\$31.20	\$32.76	\$34.40	\$36.12
Police Systems Coordinator	169	\$29.80	\$31.29	\$32.86	\$34.50	\$36.23	\$38.04	\$39.94	\$41.94
Principal Code Enforcement Officer	192	\$37.47	\$39.34	\$41.31	\$43.37	\$45.54	\$47.82	\$50.21	\$52.72
Property and Evidence Officer	165 185	\$28.64	\$30.07 \$36.69	\$31.58	\$33.16	\$34.81	\$36.55	\$38.38	\$40.30
Property and Evidence Supervisor	164	\$34.95 \$28.36	\$30.09	\$38.53 \$31.26	\$40.46 \$32.83	\$42.48 \$34.47	\$44.60 \$36.19	\$46.83	\$49.17 \$39.90
Public Works Equipment Operator	191	\$37.10	\$38.95	\$40.90	\$42.94	\$45.09	\$47.35	\$38.00 \$49.71	\$52.20
Public Works Maintenance Crew Leader	146	\$23.71	\$36.95	\$40.90	\$42.94	\$45.09	\$47.35	\$49.71	\$33.36
Public Works Maintenance Worker	202	\$41.39	\$43.46	\$45.63	\$47.91	\$50.31	\$52.82	\$55.46	\$58.24
Real Time Crime Center Supervisor Records Specialist	179	\$32.92	\$34.57	\$36.30	\$38.11	\$40.02	\$42.02	\$44.12	\$46.32
	157	\$26.45	\$27.77	\$29.16	\$30.62	\$32.15	\$33.76	\$35.44	\$37.22
Risk Management Specialist Supervisory Control & Data Acquisition (SCADA) Coordinator	202	\$41.39	\$43.46	\$45.63	\$47.91	\$50.31	\$52.82	\$55.46	\$58.24
Supervisory Control & Data Acquisition (SCADA) Coordinator	188	\$36.01	\$37.81	\$39.70	\$41.68	\$43.77	\$45.95	\$48.25	\$50.66
Senior Accountant	198	\$39.77	\$41.76	\$43.85	\$46.04	\$48.34	\$50.76	\$53.30	\$55.96
Senior Accounting Technician	168	\$29.51	\$30.98	\$32.53	\$34.16	\$35.87	\$37.66	\$39.54	\$41.52
Senior Administrative Assistant	169	\$29.80	\$31.29	\$32.86	\$34.50	\$36.23	\$38.04	\$39.94	\$41.94
Senior Buyer	195	\$38.60	\$40.53	\$42.56	\$44.69	\$46.92	\$49.27	\$51.73	\$54.32
Senior Code Enforcement Officer	182	\$33.92	\$35.62	\$37.40	\$39.27	\$41.23	\$43.29	\$45.46	\$47.73
Senior Combination Inspector	198	\$39.77	\$41.76	\$43.85	\$46.04	\$48.34	\$50.76	\$53.30	\$55.96
Senior Construction Inspector	198	\$39.77	\$41.76	\$43.85	\$46.04	\$48.34	\$50.76	\$53.30	\$55.96
Senior Crime Analyst	199	\$40.17	\$42.18	\$44.29	\$46.50	\$48.83	\$51.27	\$53.83	\$56.52
Senior Deputy City Clerk	192	\$37.47	\$39.34	\$41.31	\$43.37	\$45.54	\$47.82	\$50.21	\$52.72
Senior Engineering Technician	200	\$40.57	\$42.60	\$44.73	\$46.97	\$49.32	\$51.78	\$54.37	\$57.09
Senior Facilities Maint Technician	174	\$31.32	\$32.89	\$34.53	\$36.26	\$38.07	\$39.98	\$41.98	\$44.08
Senior Fire Prevention Inspector	201	\$40.98	\$43.03	\$45.18	\$47.44	\$49.81	\$52.30	\$54.91	\$57.66
Senior Geographic Information Systems Analyst	208	\$43.93	\$46.13	\$48.44	\$50.86	\$53.40	\$56.07	\$58.88	\$61.82
Senior Helicopter Maintenance Technician	206	\$43.07	\$45.22	\$47.48	\$49.86	\$52.35	\$54.97	\$57.72	\$60.60
Senior Human Resources Technician	173	\$31.01	\$32.56	\$34.19	\$35.90	\$37.70	\$39.58	\$41.56	\$43.64
Senior Information Technology Analyst	220	\$49.51	\$51.98	\$54.58	\$57.31	\$60.18	\$63.18	\$66.34	\$69.66
Senior Information Technology Technician	175	\$31.64	\$33.22	\$34.88	\$36.62	\$38.46	\$40.38	\$42.40	\$44.52
Senior Legal Assistant	190	\$36.73	\$38.57	\$40.49	\$42.52	\$44.65	\$46.88	\$49.22	\$51.68
Senior Library Specialist	163	\$28.08	\$29.48	\$30.95	\$32.50	\$34.13	\$35.83	\$37.63	\$39.51
Senior Mechanic	174	\$31.32	\$32.89	\$34.53	\$36.26	\$38.07	\$39.98	\$41.98	\$44.08
Senior Payroll Specialist	198	\$39.77	\$41.76	\$43.85	\$46.04	\$48.34	\$50.76	\$53.30	\$55.96
Senior Permit Technician	174	\$31.32	\$32.89	\$34.53	\$36.26	\$38.07	\$39.98	\$41.98	\$44.08
Senior Plans Examiner	213	\$46.18	\$48.48	\$50.91	\$53.45	\$56.13	\$58.93	\$61.88	\$64.97
Senior Police Records Specialist	145	\$23.47	\$24.65	\$25.88	\$27.17	\$28.53	\$29.96	\$31.46	\$33.03
Senior Public Works Maintenance Worker	156	\$26.19	\$27.50	\$28.87	\$30.32	\$31.83	\$33.42	\$35.09	\$36.85
Senior Services Transportation Coordinator	170	\$30.10	\$31.61	\$33.19	\$34.85	\$36.59	\$38.42	\$40.34	\$42.36
Senior Survey Technician	172	\$30.71	\$32.24	\$33.85	\$35.55	\$37.32	\$39.19	\$41.15	\$43.21
Senior Utility Field Representative	159	\$26.98	\$28.33	\$29.75	\$31.23	\$32.80	\$34.44	\$36.16	\$37.96
Senior Water Utility Worker	174	\$31.32	\$32.89	\$34.53	\$36.26	\$38.07	\$39.98	\$41.98	\$44.08
Senior Wastewater Pump Technician	172	\$30.71	\$32.24	\$33.85	\$35.55	\$37.32	\$39.19	\$41.15	\$43.21
Social Services Assistant	118	\$17.94	\$18.84	\$19.78	\$20.77	\$21.81	\$22.90	\$24.04	\$25.25
Social Services Supervisor	186	\$35.30	\$37.06	\$38.91	\$40.86	\$42.90	\$45.05	\$47.30	\$49.67
Social Worker	170	\$30.10	\$31.61	\$33.19	\$34.85	\$36.59	\$38.42	\$40.34	\$42.36
Survey Technician	164	\$28.36	\$29.78	\$31.26	\$32.83	\$34.47	\$36.19	\$38.00	\$39.90
Traffic Engineering Technician	191	\$37.10	\$38.95	\$40.90	\$42.94	\$45.09	\$47.35	\$49.71	\$52.20
Traffic Signals Electrician	188	\$36.01	\$37.81	\$39.70	\$41.68	\$43.77	\$45.95	\$48.25	\$50.66
Traffic Signals Crew Leader	198	\$39.77	\$41.76	\$43.85	\$46.04	\$48.34	\$50.76	\$53.30	\$55.96
Utilities Technology Supervisor	212 169	\$45.72 \$29.80	\$48.00	\$50.40	\$52.92	\$55.57 \$36.23	\$58.35	\$61.27	\$64.33 \$41.94
Utility Equipment Operator	151	\$29.80	\$31.29 \$26.16	\$32.86 \$27.47	\$34.50 \$28.84	\$30.23	\$38.04	\$39.94 \$33.39	\$41.94
Utility Field Representative Utility Locator	177	\$24.92	\$26.16	\$27.47	\$28.84	\$30.29	\$31.80 \$41.19	\$43.25	\$45.41
,	146	\$23.71	\$33.89	\$26.14	\$27.44	\$39.23	\$30.26	\$43.25	\$33.36
Utility Maintenance Worker Volunteer Services Coordinator	163	\$28.08	\$29.48	\$30.95	\$32.50	\$34.13	\$35.83	\$37.63	\$39.51
Warehouse Clerk	141	\$20.06	\$23.68	\$24.87	\$26.11	\$27.42	\$28.79	\$30.23	\$31.74
Warehouse Coordinator	165	\$28.64	\$30.07	\$31.58	\$33.16	\$34.81	\$36.55	\$38.38	\$40.30
Wastewater Crew Leader	189	\$36.37	\$38.18	\$40.09	\$42.10	\$44.20	\$46.41	\$48.73	\$51.17
Wastewater Pump Technician	164	\$28.36	\$29.78	\$40.09	\$32.83	\$44.20	\$46.41	\$38.00	\$39.90
	191	\$37.10	\$38.95	\$40.90	\$42.94	\$45.09	\$47.35	\$49.71	\$52.20
Water Conservation Coordinator	162	\$37.10	\$29.19	\$40.90	\$32.18	\$33.79	\$35.48	\$37.25	\$39.12
Water Meter Repair Technician	194	\$38.22	\$40.13	\$42.14	\$44.25	\$46.46	\$48.78	\$51.22	\$53.78
Water Quality Coordinator Water Quality Specialist	183	\$34.26	\$35.97	\$37.77	\$39.66	\$40.46	\$43.72	\$45.91	\$48.21
Water Quality Specialist Water Utility Crew Leader	191	\$37.10	\$38.95	\$40.90	\$42.94	\$45.09	\$47.35	\$49.71	\$52.20
Water Utility Worker	166	\$28.93	\$30.95	\$31.89	\$33.49	\$35.16	\$36.92	\$38.77	\$40.70
Water Office	1 100	ψ20.90	μυυ.υι	Ψυ1.00	ψυυ.43	μυυ. 10	μυυ.σ∠	ψυυ.//	ψ-τυ./ υ

A. General

The City shall furnish uniforms on an annual basis to those employees designated by the various Department Heads as required to wear a standard uniform for appearance, uniformity and public recognition purposes, in the procedures and guidelines set forth hereinafter.

B. Affected Employees

All employees listed in Exhibit B-1 shall wear a standard City adopted uniform. Each Department Head shall determine which employees must wear a uniform. The Uniform Listing by Category/ Class shall be indicated in the document attached hereto and by this reference incorporated herein as Exhibit B-1.

C. Personal Protective Equipment (PPE)

All personal protective equipment as related to employee job duties and responsibilities shall be provided based upon Supervisor designated need. Examples of personal protective equipment include, but may not be limited to, the following: hardhats, foul weather gear, steel-toed rubber boots, steel-toed caps, wood heat resistant soles, special hazard gloves, safety glasses, face shields, ear protectors and arm and shin guards. R-1 safety vests shall be furnished to all employees having occasion to work within travel ways.

D. Safety Shoes

- 1. Safety toe shoes or boots as each assignment dictates.
 - a. Two pair per year.
 - b. Damaged shoes shall be turned into operating Supervisor who shall authorize replacement or repair.
- 1. The maximum amount to be reimbursed for a pair of safety shoes will not exceed two hundred and *seventy-five* dollars (\$275.00) per pair every six months or sooner, if necessary.
- 2. Shoes or boots shall be purchased through designated standard outlets.

E. Employee Responsibilities

1. Wear a clean and complete uniform as required.

- 2. Uniform appearance shall include:
 - a. Patch to be worn above left shirt or jacket pocket.
 - b. Pants to have no cuffs.
 - c. Worn with pride in appearance to public (i.e., shirt buttoned, shirttail tucked in, etc.
- 3. Wash and provide minimum repair (i.e., buttons, small tears, etc.)
- 4. Wear the uniform only when on duty or performing work.
- 5. Notify the Supervisor of the need to replace due to disrepair or severe staining producing an undesirable appearance.
- 6. Turn in all uniform components, including patches upon separation.
- 7. Turn in all personal protective equipment upon separation.
- 8. Wear all personal protective equipment prescribed by the City Safety Officer and Supervisor of the division.

F. City Responsibilities

- 1. Furnish funding for the agreed uniform allowances on an annual basis, including funding for any initial alterations necessary.
- 2. Report to the California Public Employees Retirement System (CalPERS) the cost of uniforms provided as set forth in Uniform Listing by Category/Class, Exhibit B-1, for each class as special compensation in accordance with Title 2, California Code of Regulations, Section 571(a)(5). For employees that are not required to wear uniforms on a daily basis, or who are not actively employed for an entire payroll calendar year, a prorated cost of uniforms may apply.
- 3. Provide and maintain one or more retail clothing outlets for the various allotments. City reserves the right to name vendor.
- 4. Maintain records of purchases.

G. Department Head or Designee Responsibilities

1. Ensure employee compliance with the Uniform Policy.

- Approve replacement of deteriorated uniform component(s) and personal protective equipment as required and to maintain a listing for each eligible employee, by name and class, of all uniform component(s) and personal protective equipment purchased.
- 3. Confirm receipt of uniforms, patches and personal protective equipment from an employee upon separation. A Separation Checklist Form is to be completed, signed by the employee, and submitted to the Human Resources Office.
- 4. Report to *Director of Human Resources* any changes to the Uniform Listing by Category/Class (Exhibit B-1). The City reserves the right to add, delete, change or modify the Uniform Listing as required.

Exhibit B-1

Category	of Uniform
Group 1:	5 Shirts, T-Shirts and Pants, Patches, 1 Jacket (PW/C&LS Field Issue),
Group 2:	1 Blue Suit, 2 Pants/ Polo Shirts, 1 Sweater, 1 Pair Shoes (Fire)
Group 3:	2 Blue Shirts, 3 Pants/Skirts, 1 (choice) Jacket/Sweater/Sweatshirt (PD)
Group 4:	2 Polo Shirts, 2 Pants or 2 Shorts, 1 Hat (C&LS)
Group 5:	5 Polo Shirts, 1 Jacket, 1 Windbreaker (not annually), 1 Hat (Inspection), Shoes PPE/Safety for Inspectors only (not CalPERS reportable)
Group 6:	2 T-Shirts (CS)
Group 8:	4 Battle Dress Uniform, 4 Polo Shirts, 1 Jacket, 1 Rain suit (PD)
Group 9:	4 Blue Pants, 2 Shorts, 4 Polos or Blue Shirts,1 Jacket, 1 Rain suit (PD)
Group	
10:	5 Shirts, 5 Pants, 1 Jacket, 1 Brush Jacket, Shoes PPE/Safety not PERS reportable
Group	
11:	3 Shirts, 3 Pants, Boots PPE/Safety not PERS reportable
Group	
12:	5 Polo Shirts, 3 Pants, 1 Sweatshirt or Windbreaker (AS)

Uniform Listing by Category/Class*

Department	Job Type	Class	Category of Uniform	Notes
Comm & Lib Svcs	0783	Community <i>and Library Services</i> Supervisor	6	Daily wear not required. Used for special events and/or sports leagues. Frequency of use varies - seasonal from weekly to monthly
Comm & Lib Svcs	0784	Community and Library Services Coordinator	6	Daily wear not required. Special events and/or sports leagues use only. Frequency varies from weekly to monthly according to season.
Comm & Lib Svcs	0448	Marine Equipment Mechanic	1	
Comm & Lib Svcs	0787	Parking Meter Technician	1	
Comm & Lib Svcs	0791	Facilities Maintenance Coordinator	1	
Comm & Lib Svcs	0570	Parking and Camping Assistant	4	

Department	Job Type	Class	Category of Uniform	Notes
Comm & Lib Svcs	0787	Parking and Camping Operations Crewleader	4	
Comm & Lib Svcs	0459	Parking and Camping Crewleader	4	
Comm & Lib Svcs	0785	Social Services Assistant	6	Bus Driver only
Finance Public Works	0398	Field Service Representative	1	
Fire	0232	Emergency Medical Services Coord	2	
Fire	0822	Emergency Management Administrator	2	Daily wear not required
Fire	0173	Fire Training Maintenance Tech	11	
Fire	0190	Hazardous Material Program Specialist	10	
Fire	0824	Fire Prevention Inspector	10	
Fire	0823	Senior Fire Prevention Inspector	10	
Information Services	0835	Senior Information Technology Technician	12	Daily wear not required
Community Development	0807	Building Inspector	5	
Community Development	0806	Combination Inspector	5	
Community Development	0804	Senior Combination Inspector	5	
Community Development	0796	Code Enforcement Officer	5	
Community Development	0795	Senior Code Enforcement Officer	5	
Community Development	0511	Code Enforcement Tech	5	
Community Development	0794	Principal Code Enforcement Officer	5	
Police	0263	Community Relations Specialist	3	Daily wear not required
Police	0597	Community Services Officer	9	
Police	0255	Crime Scene Investigator	8	
Police	0337	Helicopter Maintenance Technician	1	
Police	0262	Parking/Traffic Control Officer	9	

Department	Job Type	Class	Category of Uniform	Notes
Police	0577	Parking/Traffic Control Supervisor	9	
Police	0849	Senior Police Records Specialist	3	In Records Division only
Police	0283	Police Records Supervisor	3	
Police	0851	Police Records Specialist	3	
Police	0308	Police Services Specialist	3	In Records Division only
Police	0215	Police Systems Coordinator	3	
Police	0259	Property and Evidence Officer	9	
Police	0261	Property and Evidence Supervisor	9	
Police	0334	Senior Helicopter Maintenance Technician	1	
Public Works	0863	Public Works Equipment Operator	1	
Public Works	0585	Public Works Maintenance Crew Leader	1	
Public Works	0861	Senior Public Works Maintenance Worker	1	
Public Works	0871	Construction Inspector	5	
Public Works	0895	Water Quality Specialist	5	
Public Works	0339	Electrician	1	
Public Works	0445	Environmental Specialist	5	
Public Works	0875	Fleet Maintenance Crew Leader	1	
Public Works	0876	Lead Fleet Maintenance Mechanic	1	
Public Works	0880	Equipment Parts Inventory Supply Clerk	1	
Public Works	0391	Facilities Maintenance Technician	1	
Public Works	0357	Irrigation Specialist	1	
Public Works	0864	Landscape Maintenance Inspector	1	
Public Works	0862	Public Works Maintenance Worker	1	
Public Works	0892	Utility Maintenance Worker	1	
Public Works	0897	Utilities Technology Supervisor	1	

Department	Job Type	Class	Category of Uniform	NOTAS
Public Works	0878	Mechanic	1	
Public Works	0877	Senior Mechanic	1	
Public Works	0367	Pest Control Specialist	1	
Public Works	0515	Supervisory Control & Data Acquisition (SCADA) Coordinator	5	
Public Works	0346	Supervisory Control & Data Acquisition (SCADA) Technician	1	
Public Works	0171	Senior Construction Inspector	5	
Public Works	0343	Senior Facilities Maintenance Technician	1	
Public Works	0902	Senior Wastewater Pump Technician	1	
Public Works	0893	Senior Utility Field Representative	1	
Public Works	0882	Survey Technician	5	
Public Works	0881	Senior Survey Technician	5	
Public Works	0336	Traffic Signals Electrician	1	
Public Works	0866	Traffic Signals Crew Leader	1	
Public Works	0859	Lead Public Works Maintenance Worker	1	
Public Works	0858	Public Works Maintenance Crew Leader	1	
Public Works	0854	Warehouse Coordinator	1	
Public Works	0856	Warehouse Clerk	1	
Public Works	0898	Wastewater Crew Leader	5	
Public Works	0901	Lead Wastewater Worker	1	
Public Works	0904	Wastewater Pump Technician	1	
Public Works	0891	Utility Equipment Operator	1	
Public Works	0894	Utility Field Representative	1	
Public Works	0356	Water Meter Repair Technician	1	
Public Works	0885	Water Utility Crew Leader	1 or 5	Category 5 when assigned to Distribution

Department	Job Type	Class	Category of Uniform	Notes
Public Works	0886	Lead Water Utility Worker	1	
Public Works	0890	Water Utility Worker	1	
Public Works	0888	Senior Water Utility Worker	1	
Public Works	0887	Utility Locator	1	

^{*} Note: unless otherwise indicated, uniforms are required for daily wear

Section 1 – Purpose

The purpose of these regulations is to establish and implement City policies and procedures relative to the assignment, utilization and control of City-owned vehicles as transportation for employees who engage in official City business, to establish reimbursement procedures for privately-owned vehicles used for City business, and to clarify the City's responsibility for damage and/or liability for private vehicles used on official City business.

Section 2 – Scope

These regulations cover the use of City and private vehicles for conducting official City business and shall be applicable to all City departments and employees.

Section 3 – Policy

When necessary during the course of an employee's official duties, transportation or reimbursement therefore shall be provided by the City. In the event no City vehicle is available, the employee may use their personal vehicle with the approval of the Department Head. Employees authorized to drive either their own or a City-owned vehicle on official business must possess a valid California Driver License for the class of vehicle they will be operating. The transportation method authorized will be determined in terms of the best interests of the City. The general program set forth in this regulation will be implemented by the City Manager Office upon approval of the City Council and administered by the Department Heads in accordance with the policies herein established. It is the responsibility of each Department Head to enforce the provisions of this regulation as it relates to employees of their department.

City-owned vehicles shall only be used for official City business. City-owned vehicles shall not be driven to and kept at the employee's home or any location other than the regular work location or Corporation Yard, except as provided by this regulation.

Section 4 – Vehicle Use Criteria

I. Assigned Vehicles:

- A. Assigned City vehicles may be taken home by employees whose residence is within ten (10) miles of City Hall for the uses as described below:
 - 1. Executive use includes the City Manager, Assistant City Manager and Department Heads.

2. Emergency Response Units:

- a. Employees who are required to respond more than once per week on an average without delay in order to protect the public health, safety and property.
- Employees who are required to carry special emergency equipment in their vehicles, which must be utilized on a regular and frequent basis. (A radio in and of itself does not constitute special emergency equipment.)
- 3. Continuous use outside of regular working hours Employees who are called back on an unscheduled basis to perform official City business outside of regular working hours more than once per week on an average and who meet one of the following criteria:
 - a. Mileage driven on official City business exceeds an average of five hundred (500) miles per month, or
 - b. Who regularly and frequently supervises subordinates or conducts inspections in the field, or
 - c. Whose duties require the employee to be away from their base workstation greater than fifty percent (50%) of their working time, on average.
- B. City vehicles, which shall not be taken home, may be assigned based on meeting one of the following criteria:
 - 1. Monthly mileage driven exceeds an average of five hundred (500) miles per month and the vehicle is used for the purpose of supervision or inspection in the field, or
 - 2. Duties require the employee to be away from their workstation, greater than fifty percent (50%) of their working time, on an average.
- II. Reimbursement of Use of Personal Vehicle:
 - A. Executive Use The City Manager, Assistant City Manager and Department Heads may, at their option, receive the automobile allowance as established by Resolution

- B. Mileage Reimbursement Employees, upon authorization of their Department Head, may use their own vehicles on official City business and shall be reimbursed at current Internal Revenue Service (IRS) regulations while driving on official City business.
 - 1. Employees shall submit monthly claims for reimbursement to their Department Head.
 - 2. Employees shall not be reimbursed for commuting to and from work, except that employees who are required to attend scheduled meetings outside of normal working hours may be reimbursed for mileage required.

Section 5 – Insurance Requirements

All privately-owned vehicles authorized to be used on official City business shall be insured by the individual employee in the minimum amount of fifty thousand dollars (\$50,000.00) public liability for any one person and one hundred thousand dollars (\$100,000.00) public liability for all persons, any one accident. They must also be insured for twenty-five thousand dollars (\$25,000.00) property damage and fifteen thousand dollars (\$15,000.00) for any one uninsured motorist and thirty thousand dollars (\$30,000.00) for all uninsured motorists any one accident. Employee private vehicle information shall be reviewed and updated annually by the respective departments. The record maintained should contain the following current information.

- Name of Employee
- Insurance Company
- Insurance Policy Number
- Amount of Coverage
- Operator's License
- Driver's License Expiration Date
- Insurance Expiration Date

It shall be the Department Head's responsibility to insure that no privately owned vehicle is operated on City business without insurance coverage and a valid operator's license as required by this regulation.

<u>Section 6 – Clarification on City Liability on Use of Private Vehicle:</u>

In the event of damage to private vehicles, while on City business where a third party is negligent, the employee should collect damages (including insurance deductibles) from the third party. Where the employee is negligent, the City cannot be held liable for damages to the automobile, but the City can be held responsible for liability to third parties. The City shall be responsible to such employee for the first one hundred dollars (\$100.00) of comprehensive and/or collision damages suffered by such employee to the extent that such employee's personal automobile insurance policy does not cover such

first one hundred dollars (\$100.00) damage. The employee's insurance policy is Considered as the primary coverage, and the City liability begins after the limitations of the employee's coverage is exhausted.

In the event a City employee's personal vehicle is damaged due to accident/collision while being used for official City business and the employee is deprived the use thereof, the City shall furnish such employee with a vehicle during such time as is reasonably required to repair said employee's vehicle.

HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT D = 9/80 WORK SCHEDULE

This work schedule is known as the "9/80". The 9/80 work schedule is designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA). In the event that there is a conflict with the current rules, practices and/or procedures regarding work schedules and leave plans, then the rules listed below shall govern.

9/80 Work Schedule Defined

The 9/80 work schedule shall be defined as working nine (9) days for eighty (80) hours in a two (2) week pay period by working eight (8) days at nine (9) hours per day and working one (1) day for eight (8) hours, with a scheduled unpaid lunch break during each work shift, totaling forty (40) hours in each FLSA workweek. The 9/80 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or designee.

- A. The FLSA workweek for each employee on a 9/80 schedule shall begin and end four (4) hours into that employee's regularly scheduled shift on the day of the week that the employee alternatively works and eight (8) hour shift or takes off. For example, employees on a 9/80 schedule who are assigned to the Civic Center shall have and FLSA workweek that starts and ends four (4) hours into the employee's regularly scheduled shift each Friday, as these employees may only have 9/80 schedules that provide for alternating Fridays off with working eight (8) hour days on Fridays. Employees may only take their lunch break on their eight (8) hour day after first having worked four (4) hours in that shift, unless the employee receives prior approval of their Supervisor, as overtime may occur in such situations.
- B. Two (2) Week Pay Period The pay period for employees starts Friday mid-shift (P.M.) and continues for fourteen (14) days until Friday mid-shift (A.M.). During this period, each week is made up of four (4) nine (9) hour workdays (thirty-six (36) hours) and one (1) four (4) hour Friday and those hours equal forty (40) hours in each workweek (e.g. the Friday is split into four (4) hours for the A.M. shift, which is charged to workweek one and four (4) hours for the P.M. shift, which is charged to workweek two).
- C. <u>A/B Schedules</u> To continue to provide service to the public every Friday, employees on a 9/80 schedule assigned to the Civic Center, are to be divided between two schedules, known as the "A" schedule and the "B" schedule, based upon the departmental needs. For identification purposes, the "A" schedule shall be known as the schedule with a day off on the Friday in the middle of the pay period, or, "off on payday", the "B" schedule shall have the first Friday (P.M.) and the last Friday (A.M.) off, or "working on payday". An example is listed below:

HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT D = 9/80 WORK SCHEDULE

	AM	РМ							AM	РМ							AM	PM
	F	F	S	S	М	Т	W	Th	F	F	S	S	М	Т	W	Th	F	F
A Schedule	4	4	-	-	9	9	9	9	-	1	-	-	9	9	9	9	4	4
B Schedule	-	-	-	-	9	9	9	9	4	4	-	-	9	9	9	9	-	-

- D. <u>Schedule Changes</u> FLSA non-exempt employees cannot change their assigned schedules, without prior approval of their Supervisor, Department Head, and the Director of Human Resources or designee. The purpose of this authorization is to review the impact on overtime. FLSA exempt employees may change their schedules at the beginning of any pay period with Supervisor and Department Head approval.
- E. <u>Emergencies</u> All Employees on the 9/80 work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions which, in the opinion of the City Manager, Department Head or designee may require such service from any of said employees.

Overtime Defined

FLSA Non-Exempt Employees – All non-exempt employees under the 9/80 work schedule shall earn overtime for all hours worked after the first forty (40) hours in their designated FLSA workweek as required under FLSA. Employees are required to obtain Supervisor authorization prior to working any overtime.

- 1. Overtime Compensation As stated in Article IX.B.
- 2. Compensatory Time As stated in Article IX.B.

Leave Benefits

When an employee is off on a scheduled workday under the 9/80 work schedule, then nine (9) hours of eligible leave per workday shall be charged against the employee's leave balance or eight (8) hours shall be charged if the day off is a Friday. All leaves shall continue under the current accrual, eligibility, request and approval requirements.

- 1. General Leave As stated in Article XII.A.1.
- 2. Sick Leave As stated in Article XII.A.3.
- Bereavement Leave As stated in Article XII.A.4.
- 4. Holidays

HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT D = 9/80 WORK SCHEDULE

- a. If a holiday falls on an FLSA non-exempt employee's flex day off, the employee must then take the work shift before or after the holiday off with their Supervisor and Department Head approval. If the employee cannot take the work shift before or after the holiday off, the employee will be credited General Leave with the number of hours of the employee's regularly scheduled work shift.
- b. If a holiday falls on an FLSA exempt employee's flex day off, the employee must then take the work shift before or after the holiday off with Supervisor and Department Head approval. FLSA exempt employees shall not be granted any Administrative/ General Leave or any added compensation for not taking a work shift off on a scheduled holiday.
- 5. <u>Jury Duty</u> The provisions of the Personnel Rules shall continue to apply, however, if an FLSA exempt employee is called to serve on a jury duty during the employee's flex day off, Saturday, or Sunday, or on a City holiday, then the jury duty shall be considered the same as having occurred during the employee's day off work; therefore, the employee will receive no additional compensation.

HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT E – 4/10 WORK SCHEDULE

This work schedule is known as the "4/10" work schedule. The 4/10 work schedule is designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA). In the event that there is a conflict with the current rules, practices and /or procedures regarding work schedules and leave plans, then the rules listed below shall govern.

4/10 Work Schedule Defined

The 4/10 work schedule shall be defined as working four (4) days for forty (40) hours in an FLSA workweek by working four (4) days at ten (10) hours per day, plus a minimum of thirty (30) minutes unpaid lunch during each work shift. The FLSA workweek shall be defined as Saturday 12:00:00 A.M. to Friday 11:59:59 P.M. The 4/10 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or designee.

All employees on the 4/10 work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions which, in the opinion of the City Manager, Department Head or designee may require such service from any of said employees.

Overtime Defined

FLSA Non-Exempt Employees – All non-exempt employees under the 4/10 work schedule shall earn overtime for all hours worked after the first forty (40) hours in an FLSA workweek as required under FLSA. Employees are required to obtain Supervisor authorization prior to working any overtime.

- 1. Overtime Compensation As stated in Article IX.B.
- Compensatory Time As stated in Article IX.B.

Leave Benefits

When an employee is off on a scheduled workday under the 4/10 work schedule, then ten (10) hours of eligible leave per workday shall be charged against the employee's leave balance. All leaves shall continue under the current accrual, eligibility, request and approval requirements.

- 1. General Leave As stated in Article XII.A.1.
- Sick Leave As stated in Article XII.A.3.
- 3. Bereavement Leave As stated in Article XII.A.4.

HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT E - 4/10 WORK SCHEDULE

4. Holidays

- a. If a holiday falls on an FLSA non-exempt employee's regularly scheduled day off, the employee must then take the work shift before or after the holiday off, with Supervisor and Department Head approval. If the employee cannot take the work shift before or after the holiday off, the employee will be credited with General Leave the number of hours of the employee's regularly scheduled work shift.
- b. If a holiday falls on an FLSA exempt employee's regularly scheduled day off, the employee must then take the work shift before or after the holiday off, with Supervisor and Department Head approval. FLSA exempt employees shall not be granted any Administrative/ General Leave or any added compensation for not taking a work shift off on a scheduled holiday.
- 5. <u>Jury Duty</u> The provisions of the Personnel Rules shall continue to apply, however, if an FLSA exempt employee is called to serve on jury duty during a normal Friday off, Saturday or Sunday or on a City holiday, then the jury duty shall be considered the same as having occurred during the employee's day off from work; therefore, the employee will receive no added compensation.

HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT F – RETIREE MEDICAL SUBSIDY PLAN

Employees hired on or after October 1, 2014 shall not be eligible for this benefit.

An employee who has retired from the City shall be entitled to participate in the City sponsored medical insurance plans and the City shall contribute toward monthly premiums for coverage in an amount as specified in accordance with this Plan, provided:

- A. On the date of retirement the employee has a minimum of ten (10) years of continuous full time City service or is granted an industrial disability retirement; and
- B. At the time of retirement, the employee is employed by the City; and
- C. Following official separation from the City, the employee is granted a retirement allowance by the California Public Employees' Retirement System.

The City's obligation to pay the monthly premium as indicated shall be modified downward or cease during the lifetime of the retiree upon the occurrence of any one of the following:

- 1. On the first of the month in which a retiree or dependent reaches age sixty-five (65) or on the date the retiree or dependent can first apply and become eligible, automatically or voluntarily, for medical coverage under Medicare (whether or not such application is made) the City's obligation to pay monthly premiums may be adjusted downward or eliminated. Benefit coverage at age sixty-five (65) under the City's medical plans shall be governed by applicable plan document.
- 2. In the event the federal government or state government mandates an employer-funded health plan or program for retirees, or mandates that the City make contributions toward a health plan (either private or public) for retirees, the City's contribution rate as set forth in this plan shall first be applied to the mandatory plan. If there is any excess, that excess may be applied toward the City medical plan as supplemental coverage provided the retired employee pays the balance necessary for such coverage, if any.
- 3. In the event of the death of any employee, whether retired or not, the amount of the retiree medical insurance subsidy benefit which the deceased employee was receiving at the time of their death, or would be eligible to receive if they were retired at the time of death, shall be paid on behalf of the spouse or family for a period not to exceed twelve (12) months.

HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT F – RETIREE MEDICAL SUBSIDY

SCHEDULE OF BENEFITS

- D. Minimum Eligibility for Benefits With the exception of an industrial disability retirement, eligibility for benefits begin after an employee has completed ten (10) years of continuous service with the City of Huntington Beach. Said service must be continuous for ten (10) years unless prior service is reinstated at the time of their rehire in accordance with the City's Personnel Rules.
- E. <u>Disability Retirees</u> Industrial disability retirees with less than ten (10) continuous years of service shall receive a maximum monthly payment toward the premium for health insurance of one hundred twenty-one dollars (\$121.00). Payments shall be in accordance with the stipulations and conditions that exist for all retirees. Payment shall not exceed the dollar amount that is equal to the full cost of premium for employee only.
- F. <u>Marital Status</u> Married unit retirees eligible for benefits under the Retiree Medical Subsidy Plan may each receive the benefit earned pursuant to Section G Maximum Monthly Subsidy Payments, whether enrolled individually as the plan enrollee or whether enrolled as a dependent on any City-sponsored medical plan.
 - a. In the case where a retired unit member is married to a City employee (active or retired) outside of this bargaining unit, this provision shall remain applicable.
 - b. The provision shall apply to State of California registered domestic partners the same as married spouses.
 - c. Upon City Council approval of this agreement, this provision shall become effective the first day of the month following HBMT open enrollment for Medical plans.
- G. <u>Maximum Monthly Subsidy Payments</u> All retirees, including those retired as a result of disability whose number of continuous years of service on the date of retirement exceeds ten (10), shall be entitled to a maximum monthly payment of premiums by the City for each year of completed City service as follows:

Maximum Monthly Payment for Retirements After:

Years of Service	Subsidy
10	\$121
11	136
12	151
13	166
14	181
15	196

HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT F – RETIREE MEDICAL SUBSIDY

16	211
17	226
18	241
19	256
20	271
21	286
22	300
23	315
24	330
25	344

Note: The above payment amounts may be reduced each month as dependent eligibility ceases due to death, divorce or loss of dependent child status. However, the amount shall not be reduced if such reduction would cause insufficient funds needed to pay the full premium for the employee and the remaining dependents. In the event no reduction occurs and the remaining benefit premium is not sufficient to pay the premium amount for the employee and the eligible dependents, said needed excess premium amount shall be paid by the employee.

H. Medicare:

- All persons are eligible for Medicare coverage at age sixty-five (65). Those with sufficient credit quarters of Social Security will receive Part A of Medicare at no cost. Those without sufficient credited quarters are still eligible for Medicare at age sixty-five (65), but will have to pay for Part A of Medicare if the individual elects to take Medicare. In all cases, Part B of Medicare is paid for by the participant.
- 2. When a retiree and their spouse are both sixty-five (65) or over, and neither is eligible for paid Part A of Medicare, the subsidy shall pay for Part A for each of them or the maximum subsidy, whichever is less.
- 3. When a retiree at age sixty-five (65) is eligible for paid Part A of Medicare and their spouse is not eligible for paid Part A, the spouse shall not receive subsidy. When a retiree at age sixty-five (65) is not eligible for paid Part A of Medicare and their spouse who is also age sixty-five (65) is eligible for paid Part A of Medicare, the subsidy shall be for the retiree's Part A only.

I. Cancellation:

1. For retirees/dependents eligible for paid Part A of Medicare, the following cancellation provisions apply:

HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT F – RETIREE MEDICAL SUBSIDY

- a. Coverage for a retiree under the Retiree Medical Subsidy plan will be eliminated on the first day of the month in which the retiree reaches age sixty-five (65). If such retiree was covering dependents under the Plan, Dependents will be eligible for COBRA continuation of benefits effective as of the retiree's sixty-fifth (65th) birthday.
- b. Dependent Coverage will be eliminated upon whichever of the following occasions comes first:
 - i. After thirty-six (36) months of COBRA continuation of coverage, or
 - ii. When the covered dependent reaches age sixty-five (65) and in the event such dependent reaches age sixty-five (65) prior to the retiree reaching age sixty-five (65).
- c. At age sixty-five (65) retirees are eligible to make application for Medicare. Upon being considered "eligible to make application", whether or not application has been made for Medicare, the Retiree Medical Subsidy Plan will be eliminated.
- d. Retiree Medical Subsidy Plan and COBRA participants shall be notified of non-payment of premium by means of certified letter from Human Resources in accordance with the provisions of this Memorandum of Understanding.
- e. A retiree who fails to pay premiums due for coverage and is in arrears for sixty (60) days shall be terminated from the Plan and shall not have reinstatement rights.

HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT G – AGENCY SHOP AGREEMENT

Legislative Authority

The City of Huntington Beach (City) and the Huntington Beach Municipal Teamsters (Association) mutually understand and agree that in accordance with State of California law, per adoption of SB 739 (Government Code Section 3502.5), and SB 866 (Government Code Section(s) 3550, 3551, 3552, 3553, 3555.5 and 3556) the Association will be covered by an Agency Shop. As a result of this Agency Shop Agreement between the City and the Association, this Agency Shop Agreement hereby requires that all bargaining unit employees represented by the Association:

- 1. Make the voluntary election to join the Association and pay Association Dues
- 2. Or opt-out of Association membership

The following Agency Shop Agreement will be implemented in conformity with California Government Code Section 3502.5 and applicable law (SB 866) and will be incorporated into any successor Memorandum of Understanding entered into between City and Association, unless rescinded pursuant to the terms of this Agreement.

Association Dues

The City shall deduct Association Dues, from all employees who have signed a written authorization, and a copy of that authorization has been provided to the *Director of Human Resources*. The authorization shall indicate the Association Dues, to be deducted. Employees who do not sign the written authorization, shall be deemed to opt-out of Association membership. Employees on leave without pay or employees who earn a salary less than the Association deduction shall not have Association Dues deducted for that pay period.

The Association shall notify the *Director of Human Resources* of the amount of the Association Dues to be deducted from the unit members' paychecks

New Hire Notification

All new hires in the bargaining unit shall be informed by the *Director of Human Resources* or designee, at the time of hire, that an Agency Shop Agreement is in effect for their classification, by providing a copy of this Agreement, the Memorandum of Understanding and a form, mutually developed between the City and the Association that outlines the employee's choices under the Agency Shop Agreement. The employee shall be provided thirty (30) calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the *Director of Human Resources*. Deductions under this Agency Shop Agreement for new hires will start with the first full payroll period beginning thirty (30) days after the new hire submits their selection to the

HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT G – AGENCY SHOP AGREEMENT

Director of Human Resources. The Association may request to meet with new hires at a time and place mutually agreed upon between the City and the Association.

Records

The Association shall keep an adequate itemized record of its financial transactions and shall make a written financial report thereof, in the form of a balance sheet certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant, available annually, to the City within 60 days following the end of its fiscal year.

All forms submitted by an employee to the City, or by the Association on behalf of an employee, shall be retained by the City in the employee's personnel file.

The *Director of Human Resources* or designee shall provide the Association a list of all unit members with dues paying status with each Association Dues check remitted to the Association. This list and the Association Dues shall be submitted by the City to the Association within three weeks of each pay period.

Rescission of Agreement

The Agency Shop Agreement may be rescinded at any time during the period of time that the Association remains the exclusive bargaining agent for the unit employees by a majority vote of all the employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least thirty percent (30%) of the employees in the unit. The election shall be by secret ballot and conducted by California State Mediation and Conciliation and in accordance with state law.

INDEMNIFICATION

The Association shall indemnify, defend and hold the City harmless from and against all claims and liabilities as a result of implementing and maintaining this Agency Shop Agreement.

The City and the Association recognize the right of the employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to join or participate in employee organization activities.

During the life of this Agreement all unit members who choose to become members of the Association shall be required to maintain their membership in the Association in good standing, subject however, to the right to resign from membership no sooner than April 15 or later than May 15, of any year this Agreement remains in effect. Any unit member may exercise the right to resign by submitting a written notice to the Association and to the City during the resignation period on the Deduction Authorization/Change in Status

HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT G – AGENCY SHOP AGREEMENT

form. The change in deductions from the employee's payroll will be effective with the first full pay period beginning thirty (30) days or more after the *Director of Human Resources* receives the employee's written notice.

The City and the Association agree that neither shall discriminate nor retaliate against any employee for the employee's participation or non-participation in any Association activity.

Payroll Deduction

The City will deduct from each paycheck of unit employees, and remit to the Association, the normal and regular Association Dues, in the timelines described as voluntarily authorized in writing by the employee, subject to the following conditions:

- 1. Such deductions shall be made only upon submission of a Deduction Authorization/Change in Status form to the *Director of Human Resources*. Said form shall be duly completed and signed by the employee. If no form is completed by the employee, the employee shall be considered to have elected to opt-out.
- 2. The City shall not be obligated to put into effect any new, changed or discontinued deduction until the first full pay period commencing thirty (30) days or longer after such submission.

Every effort will be made by the City to remit dues to the Association within three (3) weeks of receipt. The Association agrees to indemnify and hold harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the City for the purpose of complying with this Section.

Guidelines

1. Purpose

The purpose of the voluntary catastrophic leave donation program is to bridge employees who have been approved leave time to either; return to work, long-term disability, or medical retirement. Permanent employees who accrue vacation, general leave or compensatory time may donate such leave to another permanent employee when a catastrophic illness or injury befalls that employee or because the employee is needed to care for a seriously ill family member. The leave-sharing Leave Donation Program is Citywide across all departments and is intended to provide an additional benefit. Nothing in this program is intended to change current policy and practice for use and/or accrual of vacation, general, or sick leave.

2. Definitions

Catastrophic illness or injury – A serious debilitating illness or injury, which incapacitates the employee or an employee's family member.

Family Member – For the purposes of this policy, the definition of family member is that defined in the Family Medical Leave Act (child, parent, spouse or domestic partner).

3. Eligible Leave

Accrued compensatory time off, vacation or general leave hours may be donated. The minimum donation an employee may make is two (2) hours and the maximum is forty (40) hours.

4. Eligibility

Permanent employees who accrue vacation or general leave may donate such hours to eligible recipients. Compensatory time off accrued may also be donated. An eligible recipient is an employee who:

- Accrues vacation or general leave;
- Is not receiving disability benefits or Workers' Compensation payments; and
- Requests donated leave.

5. Transfer of Leave

The maximum donation credited to a recipient's leave account shall be the amount necessary to ensure continuation of the employee's regular salary during the employee's period of approved catastrophic leave. Donations will be voluntary, confidential and irrevocable. Hours donated will be converted into a dollar amount based on the hourly wage of the donor. The dollar amount will then be converted into accrued hours based on the recipient's hourly wage. An employee needing leave will complete a Leave Donation Request Form and submit it to the Department Director for approval. The Department Director will forward the form to Human Resources for processing. Human Resources, working with the department, will send out the request for leave donations.

Employees wanting to make donations will submit a Leave Donation Form to the Finance Department (payroll).

All donation forms submitted to payroll will be date stamped and used in order received for each bi-weekly pay period. Multiple donations will be rotated in order to insure even use of time from donors. Any donation form submitted that is not needed will be returned to the donor.

Voluntary Catastrophic Leave Donation Program Leave Request Form

According to the provisions of the Voluntary Catastrophic Leave Donation Program, I hereby request donated vacation, general leave or compensatory time.

MY SIGNATURE CERTIFIES THAT:

- A leave of absence in relation to a catastrophic illness or injury has been approved by my department; and
- I am not receiving disability benefits or Workers' Compensation payments.

Name: (Please Print or Type: Last, First, MI)								
Work Phone:	Department:							
Job Title:	Employee ID#:							
Requester Signature:		Date:						
Department Director Signature of Support:	Date:							
Human Resources Department Use On	lly							
End donation date will bridge to:								
☐ Long Term Disability		End donation date:						
☐ Medical Retirement beginning								
☐ Length of FMLA leave ending								
☐ Return to work								
Human Resources Director Signature:	Date signed:							

Please submit this form to the Human Resources Department for processing

Voluntary Catastrophic Leave Donation Program Leave Donation Form

Donor, please complete

Donor Name: (Please Print or Type: Last, First, MI)	
Work Phone:	
Donor Job Title:	
Type of Accrued Leave:	Number of Hours I wish to donate:
□ Vacation	Hours of Vacation
☐ Compensatory Time	Hours of Compensatory Time
☐ General Leave	Hours of General Leave
I understand that this voluntary donation of leave credits, once processed, is irrevocable; but if not needed, the donation will be returned to me. I also understand that this donation will remain confidential.	
I wish to donate my accrued vacation, comp or general leave hours to the Leave Donation Program for:	
Eligible recipient employee's name (<i>Last, First, MI</i>):	
Donor Signature:	Date:

Please submit to Payroll in the Finance Department.

HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT I – HEALTH AND OTHER INSURANCE BENEFITS TEAMSTERS MISCELLANEOUS SECURITY TRUST FUND

- The Teamsters Miscellaneous Security Trust Fund contracts with the City of Huntington Beach to provide medical benefit plan options.
- Coverage for HBMT employees shall begin the first of the month following employment. The City of Huntington Beach shall remit one (1) payment of three (3) months of medical premiums for new enrollees.