

Memorandum of Understanding

Between

Huntington Beach
Management Employees' Organization

and

City of Huntington Beach



January 1, 2025 – December 31, 2027

**MANAGEMENT EMPLOYEES' ORGANIZATION
MEMORANDUM OF UNDERSTANDING
TABLE OF CONTENTS**

| | |
|---|----------|
| PREAMBLE 1 | 1 |
| ARTICLE I – TERM OF MOU | 1 |
| ARTICLE II – REPRESENTATIONAL UNIT/CLASSIFICATIONS | 1 |
| ARTICLE III – MANAGEMENT RIGHTS | 2 |
| ARTICLE IV – EXISTING CONDITIONS OF EMPLOYMENT | 2 |
| ARTICLE V – SEVERABILITY | 2 |
| ARTICLE VI – SALARY SCHEDULE | 2 |
| A. SALARY SCHEDULE | 2 |
| B. PERFORMANCE BONUS | 3 |
| ARTICLE VII – SPECIAL PAY | 3 |
| A. EDUCATIONAL TUITION | 3 |
| B. BILINGUAL PAY | 3 |
| C. ONE TIME PAYMENT | 4 |
| ARTICLE VIII – UNIFORMS | 4 |
| A. GENERAL POLICY | 4 |
| B. AFFECTED PERSONNEL | 4 |
| C. PERSONAL PROTECTIVE EQUIPMENT | 5 |
| D. EMPLOYEE RESPONSIBILITIES | 5 |
| E. CITY RESPONSIBILITIES | 6 |
| F. DEPARTMENT HEAD OR DESIGNEE RESPONSIBILITIES | 6 |
| ARTICLE IX – HOURS OF WORK/ADMINISTRATIVE LEAVE | 6 |
| A. OVERTIME | 6 |
| B. ADMINISTRATIVE LEAVE | 7 |
| C. FLEX SCHEDULE AND HOURS OF WORK | 7 |
| 1. 5/40 Work Schedule | 7 |
| 2. 9/80 Work Schedule | 7 |
| 3. 4/10 Work Schedule | 7 |
| ARTICLE X – HEALTH AND OTHER INSURANCE BENEFITS | 8 |
| A. HEALTH | 8 |
| B. ELIGIBILITY CRITERIA AND COST | 8 |
| 1. City and Employee Paid Medical Insurance – Employee and Dependents | 8 |
| 2. Maximum Employer Contributions | 8 |
| 3. Future Premiums and City Contributions | 9 |
| 4. Medical Cash-Out | 9 |
| 5. Section 125 Plan | 9 |
| C. LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT | 10 |

**MANAGEMENT EMPLOYEES' ORGANIZATION
MEMORANDUM OF UNDERSTANDING
TABLE OF CONTENTS**

| | |
|--|-----------|
| D. LONG TERM DISABILITY INSURANCE | 10 |
| E. MISCELLANEOUS | 10 |
| 1. City Paid Premiums While On Medical Disability | 10 |
| 2. Insurance Benefits Advisory Committee | 11 |
| F. RETIREE MEDICAL COVERAGE FOR RETIREES NOT ELIGIBLE FOR CITY MEDICAL SUBSIDY PLAN | 11 |
| G. POST-65 SUPPLEMENTAL MEDICARE COVERAGE | 11 |
| H. ANNUAL MAXIMUM BENEFIT FOR DENTAL PPO PLAN | 12 |
| ARTICLE XI – RETIREMENT BENEFITS | 12 |
| A. BENEFITS | 12 |
| 1. Self-Funded Supplemental Retirement Benefit | 12 |
| 2. Medical Insurance for Retirees | 12 |
| a. Medical Insurance Upon Retirement | 12 |
| B. PUBLIC EMPLOYEES' RETIREMENT SYSTEM CONTRIBUTIONS AND REPORTING | 13 |
| 1. Classic Member Miscellaneous Unit Members | 13 |
| 2. New Member Retirement Benefits | 13 |
| 3. Pre-Retirement Optional Settlement 2 Death Benefit | 14 |
| 4. Fourth Level of 1959 Survivor Benefits | 14 |
| ARTICLE XII – LEAVE BENEFITS | 14 |
| A. GENERAL LEAVE | 14 |
| 1. Accrual | 14 |
| 2. Eligibility and Approval | 15 |
| 3. Leave Benefit Entitlements | 15 |
| 4. Conversion to Cash | 15 |
| B. CITY PAID HOLIDAYS | 16 |
| C. SICK LEAVE | 17 |
| D. VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM | 18 |
| E. BEREAVEMENT LEAVE | 18 |
| F. RELEASE TIME | 18 |
| ARTICLE XIII – CITY RULES | 19 |
| A. PERSONNEL RULES | 19 |
| B. EMPLOYER-EMPLOYEE RELATIONS RESOLUTION | 19 |
| 1. Modification of Section 7 – Decertification and Modification | 19 |
| C. RULES GOVERNING LAYOFF, REDUCTION IN LIEU OF LAYOFF AND RE-EMPLOYMENT | 20 |
| 1. Part 1-Layoff Procedure | 20 |
| 2. Order of Layoff | 22 |
| 3. Notification of Employees | 22 |
| 4. Part 2 – Bumping Rights | 23 |
| 5. Part 3 – Re-Employment | 25 |

**MANAGEMENT EMPLOYEES' ORGANIZATION
MEMORANDUM OF UNDERSTANDING
TABLE OF CONTENTS**

| | |
|---|-----------|
| ARTICLE XIV – DURING THE TERM OF THE AGREEMENT | 26 |
| A. PERFORMANCE EVALUATIONS | 26 |
| ARTICLE XV – MISCELLANEOUS | 26 |
| A. PHYSICAL EXAMINATION | 26 |
| B. VEHICLE POLICY | 27 |
| C. DEFERRED COMPENSATION LOAN PROGRAM | 28 |
| D. COLLECTION OF PAYROLL OVERPAYMENTS | 28 |
| E. REQUIRED FINGERPRINTING OF EMPLOYEES THAT WORK WITH SENIOR CITIZENS | 29 |
| F. ACTING ASSIGNMENT | 29 |
| G. RETURN TO WORK | 29 |
| H. CONTROLLED SUBSTANCE AND ALCOHOL TESTING | 30 |
| I. MANAGEMENT AND EXECUTIVE MANAGEMENT RELATIONS COMMITTEE | 30 |
| J. PUBLIC EMPLOYEE DISASTER WORKER | 30 |
| ARTICLE XVI – CITY COUNCIL APPROVAL | 31 |
| EXHIBIT A – SALARY SCHEDULE | 32 |
| EXHIBIT B – 9/80 WORK SCHEDULE | 34 |
| 9/80 WORK SCHEDULE DEFINED | 34 |
| A. FORTY (40) HOUR WORK WEEK | 34 |
| B. TWO-WEEK PAY PERIOD | 34 |
| C. A/B SCHEDULES | 34 |
| D. EMERGENCIES | 35 |
| EXHIBIT C – 4/10 WORK SCHEDULE | 36 |
| EXHIBIT D – RETIREE SUBSIDY MEDICAL PLAN | 37 |
| SCHEDULE OF BENEFITS | 37 |
| A. MINIMUM ELIGIBILITY FOR BENEFITS | 37 |
| B. DISABILITY RETIREES | 37 |
| C. MAXIMUM MONTHLY SUBSIDY PAYMENTS | 38 |
| RETIREE SUBSIDY MEDICAL PLAN/MISCELLANEOUS PROVISIONS | 38 |
| A. ELIGIBILITY | 38 |
| B. BENEFITS | 39 |
| C. SUBSIDIES | 39 |
| D. MEDICARE | 39 |

**MANAGEMENT EMPLOYEES' ORGANIZATION
MEMORANDUM OF UNDERSTANDING
TABLE OF CONTENTS**

| | |
|--|-----------|
| E. CANCELLATION | 40 |
| EXHIBIT E – VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM | 41 |
| EXHIBIT F – PERSONNEL RULES 19 AND 20 | 43 |
| PERSONNEL RULE 19, GRIEVANCE PROCEDURE NON-DISCIPLINARY MATTERS | 43 |
| PERSONNEL RULE 20, REVIEW PROCEDURE IN DISCIPLINARY MATTERS | 45 |
| EXHIBIT G – PHYSICAL EXAMINATION DESCRIPTION | 50 |

MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF HUNTINGTON BEACH
(Hereinafter called CITY)
And
THE HUNTINGTON BEACH MANAGEMENT EMPLOYEES' ASSOCIATION
(Hereinafter called ASSOCIATION or MEO)

PREAMBLE

This Memorandum of Understanding is entered into by and between the City of Huntington Beach, a Municipal Corporation of the State of California, herein called "City", and the Huntington Beach Management Employees' Organization, a California Organization, herein called "Association".

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.

WHEREAS, except as otherwise expressly provided herein, all terms and conditions of this Agreement shall apply to all employees represented by the Association, and

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

This Agreement shall be in effect for a period of three (3) years commencing on January 1, 2025, the effective date, and ending midnight on December 31, 2027.

The parties agree to commence negotiations on a successor MOU by not later than September 1, 2027.

ARTICLE II – REPRESENTATIONAL UNIT/CLASSIFICATIONS

It is recognized that the Association is the employee association which has the right to meet and confer in good faith with the City on behalf of the employees whose classifications are listed in Exhibit A, attached hereto and incorporated by reference herein.

ARTICLE III – MANAGEMENT RIGHTS

The parties agree that the City has the right to make unilateral management 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 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 desirable for the performance of City services.

ARTICLE IV – EXISTING CONDITIONS OF EMPLOYMENT

Except as otherwise expressly 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 and Departmental Rules of the City of Huntington Beach.

ARTICLE V – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this MOU or any additions or amendments thereof, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution or its application to other persons. The City Council hereby declares that it would have adopted this MOU and each section, subsection, sentence, clause, phrase, or portion, and any additions or amendments thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions, or the application thereof to any person, be declared invalid or unconstitutional.

ARTICLE VI – SALARY SCHEDULE

A. Salary Schedule

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

MANAGEMENT EMPLOYEES' ORGANIZATION

Effective 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. Performance Bonus

Effective the first full pay period following City Council adoption of this MOU, 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 be a 5% increase from current Step G .

ARTICLE VII – SPECIAL PAY

A. Educational Tuition

1. Upon approval of the Department Head and the Director of *Human Resources*, permanent employees may be compensated for courses from accredited educational institutions, including vocational schools. Tuition reimbursement shall be limited to job-related courses or job-related educational degree objectives and requires prior approval by the Department Head and the *Director of Human Resources*.
2. Education costs shall be reimbursed to permanent employees for tuition, books, parking (if a required fee), and any other required fees upon presentation of receipts. However, the maximum reimbursement shall be not more than one thousand seven hundred and fifty dollars (\$1,750) in any fiscal year period per employee.
 - a. Employees may not carry-over and be reimbursed for prior fiscal year education costs in successive fiscal years.
3. 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. Bilingual Pay

Permanent 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 in addition to their regular bi-weekly salary. Permanent employees must 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%) for every

bi-weekly pay period that the assignment is in effect. In order to be eligible for said compensation, an employee's language proficiency will be tested and certified by the *Director of Human Resources* or their designee. 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 their designee.

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

C. One-Time Payment

Effective the first full pay period following City Council adoption of this MOU, all employees 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

The City agrees to provide uniforms to employees on active duty who are required to wear uniforms.

A. General Policy

The City shall furnish uniforms to those employees designated by 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 Personnel

All employees in classifications listed below shall wear a standard City adopted uniform. Each Department Head shall determine which employees must wear a uniform.

MANAGEMENT EMPLOYEES' ORGANIZATION

| Department | Job Type | Classification | Uniform Items |
|----------------|----------|--|---|
| Community Dev | 0793 | Code Enforcement <i>Manager</i> | 3 polo shirts, 2 pants (khaki style), 1 hat, 1 pair of safety boots |
| Community Dev | 0803 | Principal <i>Combination</i> Inspector | 5 polo shirts, 1 jacket, 1 windbreaker (not annually), 1 hat, shoes PPE/Safety |
| Community Dev | 0799 | <i>Building</i> Inspection Supervisor | |
| Community Dev | 0798 | <i>Building</i> Inspection Manager | |
| Community Dev | 0797 | Building <i>Official</i> | |
| Public Works | 0857 | <i>Public Works Maintenance</i> Supervisor | 5 polo shirts, 1 jacket (not annually), 1 hat, 1 pair boots (not annually) |
| Community Svcs | 0905 | Parking & Camping <i>Operations</i> Supv | 5 shirts, 1 jacket (not annually), 1 hat |
| Fire | 0595 | Fire Marshal | 5 shirts, 5 pants, 1 dress shirt, 1 belt, 1 pair boots, 1 badge |
| Fire | 0131 | Fire Med Coordinator | 1 dress shirt, 1 pant, 1 dress pant, 1 skirt, 1 pair dress shoes, 1 badge |
| Fire | 0611 | Deputy Fire Marshal | 5 shirts, 5 pants, 1 dress shirt, 1 belt, 1 pair boots, 1 badge |
| Police | ALL | ALL | 1 shirt, 1 pant, 1 jacket, 1 BDU pant, 1 polo, name tag, tie, tie bar |

C. Personal Protective Equipment

All personal protective equipment shall be provided based on employee safety needs for the performance of duties as approved by the Department Head.

D. 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 the public (i.e., shirt buttoned, shirt tail tucked in).
3. Wash and provide minimum repair (i.e., buttons, small tears).
4. Provide any alterations necessary including sewing on of City patches.
5. Wear uniform only when on duty or performing work for the City.
6. Notify supervisor of need to replace due to disrepair or severe staining producing an undesirable appearance.
7. Turn in all uniform components, including patches, upon separation.
8. Turn in all personal protective equipment upon separation.
9. Wear all personal protective equipment prescribed by the City safety officer and/or Supervisor of the division.

MANAGEMENT EMPLOYEES' ORGANIZATION

E. City Responsibilities

1. Pay for City-required uniforms.
2. Report to the California Public Employees' Retirement System (CalPERS) the cost of uniforms provided as set forth in Section B (above) for each classification 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 one or more retail clothing outlets for the various allotments. City reserves the right to name vendor.
4. Maintain records of purchases.

F. Department Head or Designee Responsibilities

1. Ensure employee compliance with the Uniform Policy.
2. 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 classification, 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 Department*.
4. Report to the *Director of Human Resources* any changes to the Uniform Listing by Category/Classification (Section B above). The City reserves the right to add, delete, change, or modify the Uniform Listing as required.

ARTICLE IX – HOURS OF WORK/ADMINISTRATIVE LEAVE

It is the intent of the City to provide an opportunity for MEO employees to select a 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.

A. Overtime

Employees represented herein shall not be eligible for paid overtime compensation.

B. Administrative Leave

All full-time unit employees shall be entitled to sixty (60) hours of administrative leave per calendar year. All part-time (50%) employees shall be entitled to thirty (30) hours of administrative leave per calendar year. Administrative leave shall not carry over to the next year and holds no cash value.

C. Flex Schedule and Hours of Work

With supervisor and Department Head approval, MEO employees may flex regularly scheduled start times between the hours of 7:00 a.m. to 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.

MEO employees will have the option of working a 5/40 or 9/80 work schedule with supervisor and Department Head approval. MEO employees assigned the 4/10 work schedule shall retain the option of working the 4/10 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 the Fair Labor Standards Act (FLSA) with City Manager approval.

1. 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 one-hour lunch during each work shift, totaling a forty (40) hour work week.

2. 9/80 Work Schedule

The 9/80 work schedule, as outlined in Exhibit *B*, shall be defined as working nine (9) days for eighty (80) hours in a two-week pay period by working eight (8) days at nine (9) hours per day and working one (1) day for eight (8) hours (Friday), plus a one-hour lunch during each work shift, totaling forty (40) hours in each FLSA work week. 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.

3. 4/10 Work Schedule

The 4/10 work schedule, as outlined in Exhibit *C*, shall be defined as working four (4) ten (10) hour days Monday through Thursday or Tuesday through Friday each week plus a one-hour lunch during each shift, totaling a forty (40) hours work week. The assigned 4/10 work schedule must be in compliance with the requirements of FLSA and all other applicable laws. 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.

ARTICLE X – HEALTH AND OTHER INSURANCE BENEFITS

A. Health

The City shall 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 and the ending 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.

2. Maximum Employer Contributions

For the term of this agreement, 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 January 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 premium cost.
- b. *Effective the pay period that includes January 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 premium cost.*
- c. *Effective the pay period that includes January 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 premium cost.*

The maximum City contribution shall be based on the employee's enrollment in each plan. If the employee enrolls in a plan wherein the costs exceed the City contribution,

MANAGEMENT EMPLOYEES' ORGANIZATION

the employee is responsible for all additional premiums through pre-tax payroll deductions.

| Maximum City Health Contributions | | | | | |
|--|------------------|-------------|-------------------------------|-------------------------------|-------------------------------|
| <i>The City agrees to contribute up to the plan premium per tier, but not higher than the maximums listed below:</i> | | | | | |
| Plan | Tier | 2024 | Effective 1/1/2025 | Effective 1/1/2026 | Effective 1/1/2027 |
| Kaiser | <i>Single</i> | 683.80 | 758.80 | 823.80 | 878.80 |
| | <i>Two-Party</i> | 1,182.04 | 1,257.04 | 1,322.04 | 1,377.04 |
| | <i>Family</i> | 1,354.27 | 1,429.27 | 1,494.27 | 1,549.27 |
| Blue Shield Trio HMO | <i>Single</i> | 742.49 | 817.49 | 882.49 | 937.49 |
| | <i>Two-Party</i> | 1,182.04 | 1,257.04 | 1,322.04 | 1,377.04 |
| | <i>Family</i> | 1,354.27 | 1,429.27 | 1,494.27 | 1,549.27 |
| Blue Shield HMO | <i>Single</i> | 816.11 | 891.11 | 956.11 | 1,011.11 |
| | <i>Two-Party</i> | 1,242.44 | 1,317.44 | 1,382.44 | 1,437.44 |
| | <i>Family</i> | 1,432.64 | 1,507.64 | 1,572.64 | 1,627.64 |
| Blue Shield PPO | <i>Single</i> | 883.33 | 958.33 | 1,023.33 | 1,078.33 |
| | <i>Two-Party</i> | 1,396.52 | 1,471.52 | 1,536.52 | 1,591.52 |
| | <i>Family</i> | 1,570.36 | 1,645.36 | 1,710.36 | 1,765.36 |
| Blue Shield HDHP | <i>Single</i> | 654.99 | 729.99 | 794.99 | 849.99 |
| | <i>Two-Party</i> | 1,338.98 | 1,413.98 | 1,478.98 | 1,533.98 |
| | <i>Family</i> | 1,570.36 | 1,645.36 | 1,710.36 | 1,765.36 |

3. 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.

4. Medical Cash-Out

If an employee is covered by a group medical plan outside of a City-provided program (evidence of which must be supplied to the *Human Resources Department*), the employee may elect to discontinue City medical coverage and receive the amount equal to the City's contribution to the Kaiser, Employee-only medical premium offered to this unit.

5. Section 125 Plan

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

C. Life and Accidental Death & Dismemberment

Each employee is provided with fifty thousand dollars (\$50,000) of life insurance and fifty thousand dollars (\$50,000) of accidental death & dismemberment insurance paid for by the City. Each employee shall have the option, at his or her own expense, to purchase additional amounts of life insurance and accidental death & dismemberment insurance to the extent provided by the City's current providers. Evidence of insurability is contingent upon total participation in additional amounts.

D. Long Term Disability Insurance

This program provides, for each incident of illness or injury, a waiting period of thirty (30) calendar days, during which the employee may use accumulated sick leave, general leave, or the employee may elect to be in an unpaid status. Subsequent to the thirty (30) day waiting period, the employee will be covered by an insurance plan paid for by the City, providing sixty-six and two-third percent (66 2/3%) of the first twelve thousand five hundred dollars (\$12,500) of the employee's basic monthly earnings.

The maximum benefit period for disability due to accident or sickness shall be to age sixty-five (65).

Days and months refer to calendar days and months. Benefits under the plan are integrated with sick leave, Workers' Compensation, Social Security and other non-private program benefits to which the employee may be entitled. Disability is defined as: "The inability to perform all of the duties of regular occupation during two years, and thereafter the inability to engage in any employment or occupation for which the employee is fitted by reason of education, training, or experience." Rehabilitation benefits are provided in the event the individual, due to disability, must engage in another occupation. Survivor's benefits continue plan payment for three (3) months beyond death. A copy of the plan is on file in the *Human Resources Department*.

The intent of long term disability 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 one hundred percent (100%) of regular salary, no employee may receive more than their regular salary while receiving disability benefits and paid leave.

E. Miscellaneous

1. City-Paid Premiums While on Medical Disability

When an employee is off work without pay for reason of medical disability, the City shall maintain the City-paid employee's insurance premiums during the period the employee is in an unpaid status for the length of said leave, not to exceed twenty-four (24) months.

2. Insurance and Benefits Advisory Committee

The City and the Association participate in City-wide joint labor and management insurance and benefits advisory committee to discuss and study issues relating to insurance and benefits available for employees.

F. Retiree Medical Coverage for Retirees Not Eligible for the City Medical Retiree 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 and are not eligible for the City's Retiree Subsidy Medical 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 California Public Employees' Retirement System and are not eligible for the City's Retiree Subsidy Medical 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 Subsidy Medical Plan chooses not to participate in City-sponsored medical insurance plans because the retiree has access to other group medical insurance and subsequently loses eligibility for that group medical insurance, the retiree and 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).

G. Post-65 Supplemental Medicare Coverage

Retirees who are participating in the Retiree Subsidy Medical 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 City-sponsored medical insurance plans that are supplemental to Medicare.

A retiree or qualified dependent must choose to participate in City-sponsored medical insurance plans that are 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 City-sponsored medical insurance plans that are supplemental to Medicare for themselves or qualified dependents without any subsidy.

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

H. Annual Maximum Benefit for Dental PPO Plan

The Dental PPO plan maximum annual benefit is \$2,000.

ARTICLE XI – RETIREMENT BENEFITS

A. Benefits

1. Self-Funded Supplemental Retirement Benefit

Employees hired prior to August 17, 1998, are eligible for the Self-Funded Supplemental Retirement Benefit, which provides that:

- a. In the event a member elects Option #1, #2, #2W, #3, #3W or #4 of the Public Employees' Retirement Law, the City shall pay the difference between such elected options and the unmodified allowance which the member would have received for his or her 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. The payment shall be made only to the member, shall be payable by the City during the life of the member, and upon that member's death, the City's obligation shall cease. The method of funding for 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 August 17, 1998, shall not be eligible for this benefit referenced in A.1.a. above.

2. Medical Insurance for Retirees

a. Medical Insurance Upon Retirement

Upon retirement, whether service or disability, each employee shall have the following options *regarding* 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 Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) Federal or State Law, or
- ii. Retirees retiring after approval of this MOU may participate in the Retiree Subsidy Medical Plan, attached hereto as Exhibit *D*, or the Health Maintenance Organization (HMO) Plan currently being offered to retirees at the retiree's own expense if the requirements set forth in Exhibit *D* are met,

or if the retiree meets the eligibility requirements described in Exhibit *D*, the retiree may receive a subsidy from the City for retiree medical insurance pursuant to the schedule set forth in Exhibit *D*.

B. Public Employees' Retirement System Reimbursement and Reporting

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% at age 55 CalPERS retirement plan.
- b. Classic Members Miscellaneous CalPERS Member Contribution – 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. Classic Member Miscellaneous CalPERS Cost Sharing – 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 a 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.
- d. One-Year Final Compensation – 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. "New Member" Retirement Benefits – For "New Members" within the meaning of the California Public Employees' Pension Reform Act of 2013 as defined in California Government Code Section 7522.04(f).

- a. CalPERS New Member Retirement Formula- 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. Final Compensation – 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).

3. Pre-Retirement Optional Settlement 2 Death Benefit

Employees receive the benefit of the Pre-Retirement Optional Settlement 2 Death Benefit, as identified in Government Code Section 21548 with CalPERS.

4. Fourth Level of 1959 Survivor Benefits

Employees receive the benefit of the Fourth Level of the 1959 Survivor Benefit, as identified in Government Code Section 21574 with CalPERS.

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 the law.

ARTICLE XII – LEAVE BENEFITS

A. General Leave

1. Accrual

Employees accrue General Leave at the accrual rates outlined below. General Leave may be used for any purpose, including vacation, sick leave, and personal leave.

MANAGEMENT EMPLOYEES' ORGANIZATION

| Years of Service | Annual General Leave Allowance | Bi-Weekly General Leave Allowance |
|-------------------------------|--------------------------------|-----------------------------------|
| First through Fourth Year | 176 Hours | 6.77 |
| Fifth through Ninth Year | 200 Hours | 7.69 |
| Tenth through Fourteenth Year | 224 Hours | 8.62 |
| Fifteenth Year and Thereafter | 256 Hours | 9.85 |

2. Eligibility and Approval

- a. 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 the employee's anniversary of their hiring date.
- b. Employees are not 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.
 - i. Employees in this unit hired on or after October 1, 2016, shall not be eligible for this benefit. General Leave shall be capped at six hundred forty (640) hours for employees hired on or after 10/1/16. This provision shall not sunset at the expiration of this agreement.
- c. Employees may not use their General Leave to advance their separation date on retirement or other separation from employment.

3. Leave Benefit Entitlements

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

4. Conversion to Cash

Twice during each fiscal year, each employee has the option to convert into a cash payment or deferred compensation up to a total of one hundred sixty (160) hours of earned General Leave benefits at the base hourly rate. The employee shall give two (2) weeks advance notice to Payroll of their desire to exercise such option.

B. City Paid Holidays

1. Permanent full-time employees shall receive the following paid holidays per the employee's regularly scheduled work shift:
 - a. New Year's Day (January 1)
 - b. Martin Luther King Jr. Day (third Monday in January)
 - c. Presidents' Day (third Monday in February)
 - d. Memorial Day (last Monday in May)
 - e. Independence Day (July 4)
 - f. Labor Day (first Monday in September)
 - g. Veterans Day (November 11)
 - h. Thanksgiving Day (fourth Thursday in November)
 - i. The Friday after Thanksgiving
 - j. Christmas Eve (December 24)
 - k. Christmas Day (December 25)
 - l. New Year's Eve (December 31)

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

2. 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 guidelines below:
 - a. City paid holidays which fall on Saturday shall be observed the preceding Friday, and those falling on Sunday shall be observed the following Monday.
 - b. In the event that two consecutive City paid holidays fall on a Friday and Saturday, the two holidays shall be observed the preceding Thursday and Friday.
 - c. 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.
3. In the event that an employee is required to work on a City paid holiday, the holiday hours shall be credited to the employee's *General Leave* bank. Approval of this transaction shall be handled by the Department Head or designee, in the payroll period that includes the holiday worked.
4. If a City paid holiday falls on an employee's scheduled day off and with approval from the Department Head or designee, the employee may take another day off during the same payroll period as the holiday, or opt to be credited with General Leave the number of hours of the employee's regularly scheduled work shift.
5. A permanent part-time employee shall have City paid holidays paid as time off with a prorated amount in proportion to their regular hours worked.

C. Sick Leave

1. Accrual – No employee shall accrue sick leave after December 24, 1999.
2. Credit – Employees shall carry forward their sick leave balance and shall no longer accrue sick leave credit.
3. Usage – Employees may use accrued sick leave for the same purposes for which it was used prior to December 25, 1999.
4. Pay Off At Separation

- a. Employees on the payroll on November 20, 1978, are entitled to the following sick leave payoff plan:

At involuntary separation by reason of disability, or retirement, employees (or in the case of death, their beneficiary) shall be compensated at their then current rate of pay for seventy-five percent (75%) of all unused sick leave accumulated as of July 1, 1972, plus fifty percent (50%) of unused sick leave accumulated subsequent to July 1, 1972, up to a maximum of seven hundred twenty (720) hours of unused, accumulated sick leave, except as provided in paragraph 4 below.

Upon separation for any other reason, employees shall be compensated at their then current rate of pay for fifty percent (50%) of all unused, accumulated sick leave, up to a maximum of seven hundred twenty (720) hours of such accumulated sick leave.

- b. Employees hired after November 20, 1978, shall be entitled to the following sick leave payoff plan:

Upon separation, all employees shall be paid, at their current salary rate, for twenty-five percent (25%) of unused, earned sick leave to four hundred eighty (480) hours accrued and for thirty-five percent (35%) of all unused, earned sick leave in excess of four hundred eighty (480) hours, but not to exceed seven hundred twenty (720) hours, except as provided in paragraph 4 below.

- c. Except as provided in paragraph 4d. below, no employee shall be paid at separation for more than seven hundred twenty (720) hours of unused, accumulated sick leave. However, employees may utilize accumulated sick leave on the basis of "last in, first out" meaning that sick leave accumulated in excess of the maximum for payoff may be utilized first for sick leave, as defined in Personnel Rule 18-8.
- d. Employees who had unused, accumulated sick leave in excess of seven hundred twenty (720) hours as of July 5, 1980, shall be compensated for such excess sick leave remaining on separation under the formulas described in

paragraphs 1 and 2 above. In no event shall any employee be compensated upon separation for any accumulated sick leave in excess of the "cap" established by this paragraph (i.e., seven hundred twenty (720) hours plus the amount over seven hundred twenty (720) hours existing on July 5, 1980). Employees may continue to utilize sick leave accrued after that date in excess of such "cap" on a "last in, first out" basis.

- e. To the extent that any "capped" amount of excess sick leave over seven hundred twenty (720) hours is utilized, the maximum compensable amount shall be correspondingly reduced. (Example: Employee had 1,000 hours accumulated. Six months after July 5, 1980, employee has accumulated another 48 hours. Employee is then sick for 120 hours. Employee's maximum sick leave "cap" for compensation at separation is now reduced by seventy-two (72) hours to nine hundred twenty-eight (928) hours).
- f. Employees electing to participate in the City's group health insurance program after retirement can request the premiums to be paid by the City out of any available funds due and owing them under the terms of this agreement for unused sick leave benefits upon retirement.

D. Voluntary Catastrophic Leave Donation Program

Under certain conditions, an employee may donate leave time to another employee in need. The program is outlined in Exhibit E.

E. 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.).

F. Release Time

Notwithstanding any other provisions of this Agreement, the Association and the City agree to continue discussion during the term of the MOU on Release Time for negotiation, including City's consideration of the number of hours, based on the establishment of a mutually agreed upon written provision for the use of such leave by Association representatives and its members. Such leave shall be limited to use for the purpose of Association business not covered within the scope of legal requirements. It remains the City's intent to enforce reasonable standards for the administration and control of current Release Time use.

ARTICLE XIII – CITY RULES

A. Personnel 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.

1. Personnel Rules 19 and 20

- a. *The City and the Association agree to incorporate Personnel Rules 19 and 20, with previously agreed upon modifications, into the MOU as Exhibit "F."*

B. Employer-Employee Relations Resolution

During the term of the agreement, the City and the Association agree to update the Employee-Employer Relations Resolution to reflect current State law.

1. Modification of Section 7 – Decertification and Modification

- a. The City and the Association desire to maintain labor stability within the representational unit to the greatest extent possible, consistent with the employee's right to select the representative of his or her own choosing. For these purposes, the parties agree that this Agreement shall act as a bar to appropriateness of this unit and the selection of the representative of this unit, except during the month of August prior to the expiration of this Agreement. Changes in bargaining unit shall not be effective until expiration of the MOU except as may be determined by the Personnel Commission pursuant to the procedures outlined below. The provision shall modify and supersede the time limits, where inconsistent, contained in Section 7 of the current Employer-Employee Relations Resolution of the City of Huntington Beach.
- b. The City and the Association have agreed to a procedure whereby the City, by and through the *Director of Human Resources*, would be entitled to propose a Unit Modification. The Association and the City agree to jointly recommend a modification of the City of Huntington Beach Employer-Employee Relations Resolution (Resolution Number 3335) upon the City having completed its obligation to meet and confer on this issue with all other bargaining units.

The proposed change to the Employer-Employee Relations Resolution is as follows:

7.3 Director of Human Resources Motion of Unit Modification – The Director of Human Resources may propose, during the same period for filing a petition for decertification, that an established unit be modified in accordance with the following procedure:

- i. The *Director of Human Resources* shall give written notice of the proposed modification(s) to any affected employee organization and any affected employees.
- ii. The Personnel Commission shall hold a meeting concerning the proposed modification(s) at which time all affected employee organizations and employees shall be heard.
- iii. Thereafter, the Personnel Commission shall determine the composition of the appropriate unit or units and shall give written notice of such determination to the affected employee organizations and any affected employees.

The City Manager, employee organization or employee aggrieved by an appropriate unit determination of the Personnel Commission may, within ten (10) days of notice thereof, request a review of such determination by the City Council. Within thirty (30) days of receipt of a request to review a unit determination of the Personnel Commission the City Council shall review the matter. The City Council's decision shall be final.

- iv. Except as provided otherwise in this MOU, the salary, benefit, and working conditions specified by this MOU shall be provided to employees in classifications listed in Exhibit A and have completed or are 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.

C. Rules Governing Layoff, Reduction in Lieu of Layoff and Re-Employment

1. Part 1 – Layoff Procedure

a. General Provisions

- 1) Whenever it is necessary, because of lack of work or funds to reduce the staff of a City department, employees may be laid off pursuant to these rules.
- 2) Whenever an employee is to be separated from the competitive service because the tasks assigned are to be eliminated or substantially changed due to management-initiated changes, including but not limited to automation or other technological changes, it is the policy of the City that steps be taken by the *Human Resources Department* on an interdepartmental basis to assist such employee in locating, preparing to qualify for, and being placed in other positions in the competitive service. This shall not be construed as a restriction on the City government in

MANAGEMENT EMPLOYEES' ORGANIZATION

effecting economies or in making organizational or other changes to increase efficiency.

- 3) A department shall reduce staff by identifying which positions within the department are to be eliminated.
- 4) The employee who has the least City-wide service credit in the class within the department shall have City-wide transfer rights in the class pursuant to Part 1, Section 3, Transfer or Reduction to Vacancies in Lieu of Layoffs, or within the occupational series pursuant to Part 2, Bumping Rights.
- 5) If a deadline within this procedure falls on a day that City Hall is closed, the deadline shall be the next day City Hall is open.

b. Service Credit

- 1) Service Credit means total time of full-time continuous service within the City at the time the layoff is initiated, including probation, paid leave, or military leave. Permanent part-time employees earn service credit on a prorated basis.
- 2) Except as required by law, leaves of absence without pay shall not earn service credit.
- 3) As between two or more employees who have the same amount of service credit, the employee who has the least amount of service in class shall be deemed to be the least senior employee.

c. Transfer or Reduction to Vacancies in Lieu of Layoff

- 1) In lieu of layoff, a transfer within class shall be offered to an employee(s) with the least amount of service credit in the class designated for staff reduction within a department subject to the following:
 - a) The employee has the necessary qualifications to perform the duties of the position.
 - b) The employee shall be given the opportunity, in order of service credit, to accept a transfer to a vacant position in the same class within the City, provided the employee has the necessary qualifications to perform the duties of the position.
 - c) If no position in the same class is vacant, the employee shall be given the opportunity, in order of service credit, to transfer to the position in the same class that is held by an incumbent in another department with the

least amount of service credit whose position the employee has the necessary qualifications to perform.

- 2) If an employee(s) is not eligible for transfer within the employee's class, the employee shall be offered, in order of service credit, a reduction to a vacant position in the next lower class within the City in the occupational series in lieu of layoff provided the employee has the necessary qualifications to perform the duties of the position.
- 3) If the employee refuses to accept a transfer or reduction pursuant to a. or b., above, the employee shall be laid off.
 - a) If the employee(s) in the class with the least amount of service credit is in the position(s) to be eliminated or displaced by transfer, the employee shall be offered bumping rights, pursuant to Part 2, Bumping Rights.
 - b) Any employee who takes a reduction to a position in a lower class within the occupational series in lieu of layoff shall be placed on the reinstatement/re-employment list(s) pursuant to Part 3. Re-employment.

2. Order of Layoff

- a. Prior to implementing a layoff, vacant positions that are authorized to be filled shall be identified by City-wide occupational series. If the employee refuses to accept a position pursuant to Section 3. Above, the employee shall be laid off.
- b. No promotional probationary employee or permanent employee within a class in the department shall be laid off until all temporary, nonpermanent part-time and non-promotional probationary employees in the class are laid off. Permanent employees whose positions have been eliminated may exercise citywide bumping rights to a lower class in the occupational series pursuant to Part 2.
- c. When a position in a class and/or occupational series is eliminated, any employee in the class who is on authorized leave of absence or is holding a temporary acting position in another class shall be included for determining order of service credit and be subject to these layoff procedures as if the employee was in his or her permanent position.

3. Notification of Employees

- a. *Human Resources Department* shall give written notice of layoff to the employee by personal service or by sending it by certified mail to the last known mailing address at least thirty (30) calendar days prior to the effective

date of the layoff. Normally notices will be served on employees personally at work.

- b. Layoff notices may be initially issued to all employees who may be subject to layoff as a result of employees exercising voluntary reduction/bumping rights.
- c. The notice of layoff shall include the reason for the layoff, the effective date of the layoff, the employee's hire date, and the employee's service credit ranking. The notice shall also include the employee's right to bump the person in a lower class with the least service credit within the occupational series provided the employee possesses the necessary qualifications to successfully perform the duties in the lower class and the employee has more service credit than the incumbent in the lower class.
- d. The written layoff notice given to an employee shall include notice that he or she has seven (7) calendar days from the date of personal service, or date of delivery of mail if certified, to notify the *Director of Human Resources* in writing if the employee intends to exercise the employee's bumping rights, if any, pursuant to Part 2, Bumping Rights.
- e. Whenever practicable, any employee with the least amount of service credit in a lower class within an occupational series which is identified for work force reduction shall also be given written notice that such employee may be bumped pursuant to Part 2. This notice shall include the items referred to in C., above.
- f. If an employee disagrees with the City's computation of service credit or listed date of hire, the employee shall notify the *Director of Human Resources* as soon as possible, but in no case later than five (5) calendar days after the personal service or certified mail delivery. Disputes regarding date of hire or service credit shall be jointly reviewed by the *Director of Human Resources* and the employee and/or the employee's representative as soon as possible, but in no case later than five (5) calendar days from the date the employee notifies the *Director of Human Resources* of the dispute. Within five (5) calendar days after the dispute is reviewed, the employee shall be notified in writing of the decision.

4. Part 2 – Bumping Rights

a. Voluntary Reduction or Bumping in Lieu of Layoff

- 1) A promotional probationary employee or permanent employee who receives a layoff notice may request a reduction to a position in a lower class within the occupational series provided the employee possesses the necessary qualifications to perform the duties of the position.

- 2) Employees electing reduction under "a" above, shall be reduced to a position authorized to be filled in a lower class within the employee's occupational series. The employee may reduce to a lower class in their occupational series by: 1) filling a vacancy in that class, or 2) if no vacancy exists, displacing the employee in the class with the least service credit whose position the employee has the necessary qualifications to perform. A displaced employee shall have bumping rights.
 - 3) An employee who receives a layoff notice must exercise bumping rights within seven (7) calendar days of receipt of the notice as specified in Part 1- Layoff Procedure. Failure to respond within the time limit shall result in a reputable presumption that the employee does not intend to exercise any right of reduction or bumping to a lower class. The employee must carry the burden of proof to show that the employee's failure to respond within the time limits was reasonable. If the employee establishes that failure to respond within the time limits was reasonable, to the *Director of Human Resources* satisfaction, the employee shall be permitted to exercise bumping rights, but shall not be reinstated to a paid position until the employee to be bumped has vacated the position. If the employee disagrees with the *Director of Human Resources* decision, the employee may appeal pursuant to the provisions of Sections 3 and 4 below.
- b. Reinstatement/Re-Employment Lists
Any employee who takes a reduction to a position in a lower class within the occupational series in lieu of layoff shall be placed on the reinstatement/re-employment list pursuant to Part 3, Re-Employment.
 - c. Qualifications Appeal
Any employee who is denied a reduction to a position in a lower class within the occupational series on the basis that the employee does not possess the necessary qualifications to successfully perform the duties of the lower position may appeal the decision. The appeal shall be filed with the *Director of Human Resources* within five (5) calendar days of the employee's receipt of written notice of the decision and reason(s) for denial. The employee's appeal shall be in writing and shall include supporting facts or documents supporting the appeal.
 - d. Qualifications Appeal Hearing
 - 1) Upon receipt of an appeal, the *Director of Human Resources* shall contact a mediator from the California State Mediation and Conciliation Service to schedule a hearing within two (2) weeks after the receipt of the appeal. If the California State Mediation and Conciliation Service is not available within that time frame, the parties shall mutually select a person who is available within the time frame. If the California State Mediation and Conciliation Service and the person mutually selected are not available

within the time frame, the parties shall select the earliest date either is available to conduct the hearing. The parties shall split the cost, if any, of the hearing officer. In addition, the parties shall meet within three (3) workdays to attempt to resolve the dispute. If the dispute remains unresolved, the parties shall endeavor in good faith to submit to the hearing officer a statement of all agreed upon facts relevant to the hearing.

- 2) Appeal hearings shall be limited to two (2) hours, except as otherwise agreed by the parties or directed by the hearing officer.
- 3) The hearing officer shall attempt to resolve the dispute by mutual agreement if possible. If no agreement is reached, the hearing officer shall render a decision at the conclusion of the hearing, which shall be final and binding.

5. Part 3 – Re-Employment

a. Re-Employment

- 1) Employees who are laid off or reduced in class to avoid layoff shall have their names placed upon a re-employment list, for each class in the occupational series, in seniority order at or below the level of the class from which laid off or reduced.
- 2) Names of persons placed on the re-employment lists shall remain on the list for two (2) years from the date of layoff or reduction.
- 3) Vacancies shall be filled from the re-employment list for a class, starting at the top of the list, providing that the person meets the necessary qualifications for the position.
- 4) Names of persons are to be removed from the re-employment list for a class if on two (2) occasions they decline an offer of employment or on two (2) occasions fail to respond to offers of employment in a particular class within five (5) calendar days of receipt of written notice of an offer. Any employee who is dismissed from the City service for cause shall have his or her name removed from all re-employment lists.
- 5) Re-employment lists shall be available to MEO and affected employees upon reasonable request.
- 6) Qualification appeals involving re-employment rights shall be resolved in the same manner as that identified in Part 2. Section 4.

MANAGEMENT EMPLOYEES' ORGANIZATION

b. Status on Re-Employment

- 1) Persons re-employed from layoff within a two (2) year period from the date of layoff shall receive the following considerations and benefits:
 - a) Service credit held upon layoff shall be restored, but no credit shall be added for the period of the layoff.
 - b) Prior service credit shall be counted toward General Leave accruals.
 - c) Employees may cash in sick leave upon layoff or at any time after layoff in the manner and amount set forth in existing Memoranda of Understanding for that employee's unit. General Leave shall be paid to an employee when the re-employment list(s) expire(s), if not previously paid.
 - d) Upon reinstatement the employee may have his or her General Leave re-credited by repayment to the City the cashed amount.
 - e) The employee shall be returned to the salary step of the classification held at the time of the layoff and credited with the time previously served at that step prior to being laid off.
 - f) The probationary status of the employee shall resume if incomplete.
- 2) Employees who have been reduced in class to avoid layoff and are returned within two (2) years to their former class shall be placed at the salary step of the class they held at the time of reduction and have their merit increase eligibility date recalculated.

ARTICLE XIV – DURING THE TERM OF THE AGREEMENT

A. Performance Evaluations

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

ARTICLE XV – MISCELLANEOUS

A. Physical Examination

Employees shall be provided, once every two (2) years, with a City-paid physical examination. Said exam shall be comprehensive in nature and shall include:

1. A Complete medical history, physical exam, laboratory testing and review of results by a physician. (See Exhibit G, Physical Exam Description.)

2. A stress EKG will be provided for employees forty (40) years of age or older.

No more than one-half (1/2) of the eligible employees shall receive examinations in any one fiscal year.

B. Vehicle Policy

1. Approval is required by the City Manager or their designee for any City vehicle to be taken home by an employee.
2. Approval is required by the City Manager for any individual occupying a classification eligible for the auto allowance to receive the compensation.
3. The auto allowance for qualifying employees is two hundred *forty*-seven dollars and sixty-nine cents (247.69) bi-weekly.
4. No unit employee shall have their automobile allowance eliminated until the City's Fleet Management Policy is re-negotiated.
5. Eligibility for automobile allowance shall be determined in accordance with the City's Fleet Management Program dated August 1999 and as specified pursuant to Administrative Regulations 907 and 604.
6. Employees assigned to drive a City vehicle and/or employees receiving an Auto Allowance will participate in the DMV Pull Notice Program.
7. Employees in the following classifications are eligible to receive Auto Allowance:
 - Administrative Services Manager
 - Assistant to the City Manager
 - Building *Official*
 - City Engineer
 - Community *and Library* Services Manager
 - Construction Manager
 - Deputy Fire Marshal
 - Detention Administrator
 - Economic Development Manager
 - Environmental Services Manager
 - Fire Marshal
 - Fleet Operations Supervisor
 - Housing Manager
 - Human Resources Manager
 - Information Technology Manager
 - *Building* Inspection Manager
 - *Building* Inspection Supervisor

- *Public Works Operations Manager*
- *Parking and Camping Operations Supervisor*
- *Planning Manager*
- *Civilian Police Services Commander*
- *Police Services Manager*
- *Principal Combination Inspector*
- *Public Affairs Manager*
- *Public Works Maintenance Superintendent*
- *Public Works Maintenance Supervisor*
- *Risk Manager*
- *Senior Community and Library Services Supervisor*
- *Senior Information Technology Manager*
- *Traffic and Transportation Manager*
- *Utilities Manager*
- *Wastewater Supervisor*
- *Utilities Superintendent*
- *Water Utility Supervisor*
- *Water Quality Supervisor*

New or revised job classifications may become eligible to receive Auto Allowance during the term of this MOU, as approved by the City Manager.

C. Deferred Compensation

1. Loan Program

In accordance with federal law, employees may borrow from their deferred compensation funds for critical needs such as medical costs, college tuition, or purchase of a home.

2. Deferred Compensation Contribution at Time of Separation

In accordance with Internal Revenue Service rules, the value of any unused earned leave benefits may be transferred to deferred compensation at separation (including 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.

D. Collection of Payroll Overpayments

In the event that a payroll overpayment is discovered and verified, and considering all reasonable factors including the length of time that the overpayment was made and if and when the employee could have reasonably known about such overpayment, the City shall take action to collect from the employee the amount of overpayment(s). Such collection shall be processed by payroll deduction over a reasonable period of time considering the total amount of overpayment.

In the event the employee separates from employment during the collection period, the final amount shall be deducted from the last payroll check of the employee. If applicable, the balance due from the employee shall be communicated upon employment separation if the last payroll check does not sufficiently cover the amount due the City.

It shall be the responsibility of the employee and the City to periodically monitor the accuracy of compensation payments or reimbursements due to the possibility of a clerical oversight or error. The City reserves the right to also collect compensation overpayments caused by or the result of misinterpretation of a pay provision by non-authorized personnel. The interpretation of all pay provisions shall be administered by the City Manager or designee and as adopted by the City Council. Unauthorized compensation payments shall not constitute a past practice.

E. Required Fingerprinting of Employees

The City requires all employees who are hired, transferred, or promoted to positions with oversight responsibilities for senior citizens to be fingerprinted for California Department of Justice (DOJ) clearance that require fingerprinting by federal, state, or local law(s). Fingerprinting shall be done in accordance with said law(s). The City may also require employees be fingerprinted if they are transferred, or promoted to positions with oversight responsibilities for senior citizens or oversight responsibilities for confidential, and/or sensitive documents or equipment.

F. Acting Assignment

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.

Acting pay must be a minimum of five percent (5%), or the top step of the range if less than five percent (5%), and the Department Head has the discretion to set up compensation at any step on the pay range of the acting class, not to exceed the top step of the range.

G. Return to Work Policy

The City and Association agree to reopen this agreement to establish a Return to Work Policy for employees who experience industrial and non-industrial injury and/or illness.

H. Controlled Substance and Alcohol Testing

The City maintains the right to conduct a controlled substance and/or alcohol test during working hours of any employee that it reasonably suspects is under the influence of alcohol or a controlled substance in the workplace.

I. Management and Executive Management Relations Committee

During the term of this agreement, the City and MEO agree to meet quarterly to discuss ways to improve management and executive management relations.

J. Public Employee Disaster Service Worker

In accordance with Government Code Section 3100, all Huntington Beach City employees, including all members of this bargaining unit, are required to perform assigned disaster service worker duties in the event of an emergency or a disaster.

MANAGEMENT EMPLOYEES' ORGANIZATION

ARTICLE XVI – CITY COUNCIL APPROVAL

It is the understanding of the City and the Association that this Memorandum of Understanding is of no force or effect unless and until adopted by Resolution of the City Council of the City of Huntington Beach.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____, 2025.

| | |
|---------------------------------|------------------------------|
| CITY OF HUNTINGTON BEACH | HUNTINGTON BEACH |
| A Municipal Corporation | MANAGEMENT EMPLOYEES' |
| | ORGANIZATION |

| | |
|-----------------------------|--------------------------|
| By: _____ | By: _____ |
| <i>Travis Hopkins</i> | Debra Jubinsky |
| City Manager | MEO President |
| By: _____ | By: _____ |
| <i>Marissa Sur</i> | <i>Kerensa Schupmann</i> |
| Director of Human Resources | OCEA Representative |

Approved as to Form:

By: _____

Michael Vigliotta
City Attorney

EXHIBIT A – SALARY SCHEDULE

MEO Salary Schedule Effective the Pay Period Including January 1, 2025

| Classification Title | Range | A | B | C | D | E | F | G | H |
|--|-------|---------|---------|---------|---------|----------|----------|----------|----------|
| Administrative Services Manager | 229 | \$54.14 | \$56.85 | \$59.69 | \$62.68 | \$65.81 | \$69.10 | \$72.56 | \$76.19 |
| Assistant City Attorney | 260 | \$73.71 | \$77.39 | \$81.26 | \$85.33 | \$89.59 | \$94.07 | \$98.78 | \$103.71 |
| Assistant City Clerk | 210 | \$44.82 | \$47.06 | \$49.41 | \$51.88 | \$54.48 | \$57.20 | \$60.06 | \$63.06 |
| Assistant to the City Manager | 225 | \$52.03 | \$54.63 | \$57.36 | \$60.23 | \$63.24 | \$66.41 | \$69.73 | \$73.21 |
| Associate Civil Engineer | 213 | \$46.18 | \$48.48 | \$50.91 | \$53.45 | \$56.13 | \$58.93 | \$61.88 | \$64.97 |
| Associate Planner | 204 | \$42.22 | \$44.33 | \$46.55 | \$48.87 | \$51.32 | \$53.88 | \$56.58 | \$59.41 |
| Building Inspection Manager | 230 | \$54.69 | \$57.42 | \$60.29 | \$63.31 | \$66.47 | \$69.79 | \$73.28 | \$76.95 |
| Building Inspection Supervisor | 214 | \$46.64 | \$48.97 | \$51.42 | \$53.99 | \$56.69 | \$59.52 | \$62.50 | \$65.62 |
| Building Official | 243 | \$62.24 | \$65.35 | \$68.62 | \$72.05 | \$75.65 | \$79.43 | \$83.40 | \$87.57 |
| Capital Projects Administrator | 215 | \$47.10 | \$49.46 | \$51.93 | \$54.53 | \$57.25 | \$60.12 | \$63.12 | \$66.28 |
| Capital Projects Supervisor | 222 | \$50.50 | \$53.03 | \$55.68 | \$58.46 | \$61.38 | \$64.45 | \$67.68 | \$71.06 |
| Chief Litigation Counsel | 275 | \$85.57 | \$89.85 | \$94.34 | \$99.06 | \$104.01 | \$109.21 | \$114.68 | \$120.41 |
| City Engineer | 256 | \$70.83 | \$74.37 | \$78.09 | \$82.00 | \$86.10 | \$90.40 | \$94.92 | \$99.67 |
| Civilian Police Services Commander | 245 | \$63.49 | \$66.66 | \$70.00 | \$73.50 | \$77.17 | \$81.03 | \$85.08 | \$89.33 |
| Code Enforcement Manager | 233 | \$56.34 | \$59.16 | \$62.12 | \$65.22 | \$68.48 | \$71.91 | \$75.50 | \$79.28 |
| Community & Library Services Manager | 229 | \$54.14 | \$56.85 | \$59.69 | \$62.68 | \$65.81 | \$69.10 | \$72.56 | \$76.19 |
| Construction Manager | 229 | \$54.14 | \$56.85 | \$59.69 | \$62.68 | \$65.81 | \$69.10 | \$72.56 | \$76.19 |
| Council Policy Analyst | 209 | \$44.37 | \$46.59 | \$48.92 | \$51.37 | \$53.94 | \$56.63 | \$59.46 | \$62.44 |
| Cyber Information Security Officer | 223 | \$51.01 | \$53.56 | \$56.23 | \$59.05 | \$62.00 | \$65.10 | \$68.35 | \$71.77 |
| Deputy City Attorney I | 229 | \$54.14 | \$56.85 | \$59.69 | \$62.68 | \$65.81 | \$69.10 | \$72.56 | \$76.19 |
| Deputy City Attorney II | 255 | \$70.13 | \$73.64 | \$77.32 | \$81.18 | \$85.24 | \$89.51 | \$93.98 | \$98.68 |
| Deputy City Engineer | 240 | \$60.41 | \$63.43 | \$66.60 | \$69.93 | \$73.42 | \$77.10 | \$80.95 | \$85.00 |
| Deputy Fire Marshal | 213 | \$46.18 | \$48.48 | \$50.91 | \$53.45 | \$56.13 | \$58.93 | \$61.88 | \$64.97 |
| Detention Administrator | 222 | \$50.50 | \$53.03 | \$55.68 | \$58.46 | \$61.38 | \$64.45 | \$67.68 | \$71.06 |
| Economic Development Project Manager | 222 | \$50.50 | \$53.03 | \$55.68 | \$58.46 | \$61.38 | \$64.45 | \$67.68 | \$71.06 |
| Economic Development Manager | 240 | \$60.41 | \$63.43 | \$66.60 | \$69.93 | \$73.42 | \$77.10 | \$80.95 | \$85.00 |
| Environmental Services Manager | 230 | \$54.69 | \$57.42 | \$60.29 | \$63.31 | \$66.47 | \$69.79 | \$73.28 | \$76.95 |
| Finance Manager | 239 | \$59.81 | \$62.80 | \$65.94 | \$69.24 | \$72.70 | \$76.33 | \$80.15 | \$84.16 |
| Fire Marshal | 243 | \$62.24 | \$65.35 | \$68.62 | \$72.05 | \$75.65 | \$79.43 | \$83.40 | \$87.57 |
| Fire Medical Coordinator | 214 | \$46.64 | \$48.97 | \$51.42 | \$53.99 | \$56.69 | \$59.52 | \$62.50 | \$65.62 |
| Fleet Operations Supervisor | 210 | \$44.82 | \$47.06 | \$49.41 | \$51.88 | \$54.48 | \$57.20 | \$60.06 | \$63.06 |
| Homeless Services Manager | 233 | \$56.34 | \$59.16 | \$62.12 | \$65.22 | \$68.48 | \$71.91 | \$75.50 | \$79.28 |
| Housing Manager | 233 | \$56.34 | \$59.16 | \$62.12 | \$65.22 | \$68.48 | \$71.91 | \$75.50 | \$79.28 |
| Human Resources Analyst | 195 | \$38.60 | \$40.53 | \$42.56 | \$44.69 | \$46.92 | \$49.27 | \$51.73 | \$54.32 |
| Human Resources Manager | 241 | \$61.01 | \$64.06 | \$67.26 | \$70.63 | \$74.16 | \$77.87 | \$81.76 | \$85.85 |
| Information Technology Manager | 243 | \$62.24 | \$65.35 | \$68.62 | \$72.05 | \$75.65 | \$79.43 | \$83.40 | \$87.57 |
| Information Technology Supervisor | 220 | \$49.51 | \$51.98 | \$54.58 | \$57.31 | \$60.18 | \$63.18 | \$66.34 | \$69.66 |
| Landscape Architect | 208 | \$43.93 | \$46.13 | \$48.44 | \$50.86 | \$53.40 | \$56.07 | \$58.88 | \$61.82 |
| Management Analyst | 195 | \$38.60 | \$40.53 | \$42.56 | \$44.69 | \$46.92 | \$49.27 | \$51.73 | \$54.32 |
| Multimedia Coordinator | 204 | \$42.22 | \$44.33 | \$46.55 | \$48.87 | \$51.32 | \$53.88 | \$56.58 | \$59.41 |
| Municipal Records Manager | 205 | \$42.64 | \$44.77 | \$47.01 | \$49.36 | \$51.83 | \$54.42 | \$57.14 | \$60.00 |
| Network Systems Administrator | 228 | \$53.61 | \$56.29 | \$59.10 | \$62.06 | \$65.16 | \$68.42 | \$71.84 | \$75.43 |
| Parking & Camping Operations Supervisor | 202 | \$41.39 | \$43.46 | \$45.63 | \$47.91 | \$50.31 | \$52.82 | \$55.46 | \$58.24 |
| Permit & Plan Check Manager | 233 | \$56.34 | \$59.16 | \$62.12 | \$65.22 | \$68.48 | \$71.91 | \$75.50 | \$79.28 |
| Permit & Plan Check Supervisor | 208 | \$43.93 | \$46.13 | \$48.44 | \$50.86 | \$53.40 | \$56.07 | \$58.88 | \$61.82 |
| Plan Check Engineer | 226 | \$52.55 | \$55.18 | \$57.94 | \$60.84 | \$63.88 | \$67.07 | \$70.42 | \$73.95 |
| Planning Manager | 239 | \$59.81 | \$62.80 | \$65.94 | \$69.24 | \$72.70 | \$76.33 | \$80.15 | \$84.16 |
| Police Services Manager | 222 | \$50.50 | \$53.03 | \$55.68 | \$58.46 | \$61.38 | \$64.45 | \$67.68 | \$71.06 |
| Principal Civil Engineer | 238 | \$59.22 | \$62.18 | \$65.29 | \$68.55 | \$71.98 | \$75.58 | \$79.36 | \$83.32 |
| Principal Combination Inspector | 205 | \$42.64 | \$44.77 | \$47.01 | \$49.36 | \$51.83 | \$54.42 | \$57.14 | \$60.00 |
| Principal Finance Analyst | 222 | \$50.50 | \$53.03 | \$55.68 | \$58.46 | \$61.38 | \$64.45 | \$67.68 | \$71.06 |
| Principal Human Resources Analyst | 217 | \$48.05 | \$50.45 | \$52.98 | \$55.62 | \$58.41 | \$61.33 | \$64.39 | \$67.61 |
| Principal Information Technology Analyst | 228 | \$53.61 | \$56.29 | \$59.10 | \$62.06 | \$65.16 | \$68.42 | \$71.84 | \$75.43 |
| Principal Librarian | 204 | \$42.22 | \$44.33 | \$46.55 | \$48.87 | \$51.32 | \$53.88 | \$56.58 | \$59.41 |
| Principal Management Analyst | 217 | \$48.05 | \$50.45 | \$52.98 | \$55.62 | \$58.41 | \$61.33 | \$64.39 | \$67.61 |
| Principal Planner | 229 | \$54.14 | \$56.85 | \$59.69 | \$62.68 | \$65.81 | \$69.10 | \$72.56 | \$76.19 |
| Public Affairs Manager | 235 | \$57.48 | \$60.35 | \$63.37 | \$66.53 | \$69.86 | \$73.35 | \$77.02 | \$80.87 |
| Public Affairs Officer | 226 | \$52.55 | \$55.18 | \$57.94 | \$60.84 | \$63.88 | \$67.07 | \$70.42 | \$73.95 |
| Public Works Maintenance Superintendent | 221 | \$50.00 | \$52.50 | \$55.13 | \$57.88 | \$60.78 | \$63.82 | \$67.01 | \$70.36 |
| Public Works Maintenance Supervisor | 209 | \$44.37 | \$46.59 | \$48.92 | \$51.37 | \$53.94 | \$56.63 | \$59.46 | \$62.44 |
| Public Works Operations Manager | 256 | \$70.83 | \$74.37 | \$78.09 | \$82.00 | \$86.10 | \$90.40 | \$94.92 | \$99.67 |
| Real Estate & Project Manager | 219 | \$49.02 | \$51.47 | \$54.04 | \$56.74 | \$59.58 | \$62.56 | \$65.69 | \$68.97 |
| Risk Manager | 237 | \$58.63 | \$61.56 | \$64.64 | \$67.87 | \$71.27 | \$74.83 | \$78.57 | \$82.50 |
| Senior Civil Engineer | 225 | \$52.03 | \$54.63 | \$57.36 | \$60.23 | \$63.24 | \$66.41 | \$69.73 | \$73.21 |

EXHIBIT A – SALARY SCHEDULE

MEO Salary Schedule
Effective the Pay Period Including January 1, 2025

| Classification Title | Range | A | B | C | D | E | F | G | H |
|--|-------|---------|---------|---------|---------|---------|---------|----------|----------|
| Senior Community & Library Services Supervisor | 202 | \$41.39 | \$43.46 | \$45.63 | \$47.91 | \$50.31 | \$52.82 | \$55.46 | \$58.24 |
| Senior Deputy City Attorney | 266 | \$78.24 | \$82.15 | \$86.26 | \$90.58 | \$95.10 | \$99.86 | \$104.85 | \$110.09 |
| Senior Finance Analyst | 214 | \$46.64 | \$48.97 | \$51.42 | \$53.99 | \$56.69 | \$59.52 | \$62.50 | \$65.62 |
| Senior Human Resources Analyst | 209 | \$44.37 | \$46.59 | \$48.92 | \$51.37 | \$53.94 | \$56.63 | \$59.46 | \$62.44 |
| Senior Librarian | 189 | \$36.37 | \$38.18 | \$40.09 | \$42.10 | \$44.20 | \$46.41 | \$48.73 | \$51.17 |
| Senior Management Analyst | 209 | \$44.37 | \$46.59 | \$48.92 | \$51.37 | \$53.94 | \$56.63 | \$59.46 | \$62.44 |
| Senior Planner | 219 | \$49.02 | \$51.47 | \$54.04 | \$56.74 | \$59.58 | \$62.56 | \$65.69 | \$68.97 |
| Senior Traffic Engineer | 234 | \$56.91 | \$59.75 | \$62.74 | \$65.88 | \$69.17 | \$72.63 | \$76.26 | \$80.07 |
| Traffic & Transportation Manager | 242 | \$61.62 | \$64.70 | \$67.94 | \$71.33 | \$74.90 | \$78.65 | \$82.58 | \$86.71 |
| Treasury Manager | 239 | \$59.81 | \$62.80 | \$65.94 | \$69.24 | \$72.70 | \$76.33 | \$80.15 | \$84.16 |
| Utilities Manager | 241 | \$61.01 | \$64.06 | \$67.26 | \$70.63 | \$74.16 | \$77.87 | \$81.76 | \$85.85 |
| Utilities Superintendent | 221 | \$50.00 | \$52.50 | \$55.13 | \$57.88 | \$60.78 | \$63.82 | \$67.01 | \$70.36 |
| Wastewater Supervisor | 209 | \$44.37 | \$46.59 | \$48.92 | \$51.37 | \$53.94 | \$56.63 | \$59.46 | \$62.44 |
| Water Quality Supervisor | 209 | \$44.37 | \$46.59 | \$48.92 | \$51.37 | \$53.94 | \$56.63 | \$59.46 | \$62.44 |
| Water Utility Supervisor | 211 | \$45.27 | \$47.53 | \$49.91 | \$52.40 | \$55.02 | \$57.77 | \$60.66 | \$63.69 |

EXHIBIT B – 9/80 WORK SCHEDULE

This work schedule is known as the “9/80”. 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-week pay period by working eight (8) days at nine (9) hours per day and working one (1) day for eight (8) hours (Friday), with a one-hour lunch during each work shift, totaling forty (40) hours in each work week. 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. Forty (40) Hour Work Week

The actual work week is from Friday at mid-shift (p.m.) to Friday at mid-shift (a.m.). No employee working the 9/80 work schedule will be able to flex their Friday start time nor the time they take their lunch break, which will be from 12:00 p.m. to 1:00 p.m. on Fridays. All employee work shifts will start at 8:00 a.m. on their Friday worked. The start of the work week is 12:00 noon Friday.

B. Two-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 work days (thirty-six (36) hours) and one (1) four (4) hour Friday and those hours equal forty (40) hours in each work week (e.g. the Friday is split into four (4) hours for the a.m. shift, which is charged to work week one and four (4) hours for the p.m. shift, which is charged to work week two).

C. A/B Schedules

To continue to provide service to the public every Friday, employees 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 in 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:

MANAGEMENT EMPLOYEES' ORGANIZATION

| | AM | PM | | | | | | | | AM | PM | | | | | | | AM | PM |
|------------|----|----|---|---|---|---|---|----|---|----|----|---|---|---|---|----|---|----|----|
| | F | F | S | S | M | T | W | Th | F | F | S | S | M | T | W | Th | F | F | |
| A Schedule | 4 | 4 | - | - | 9 | 9 | 9 | 9 | - | - | - | - | 9 | 9 | 9 | 9 | 4 | 4 | |
| B Schedule | - | - | - | - | 9 | 9 | 9 | 9 | 4 | 4 | - | - | 9 | 9 | 9 | 9 | - | - | |

A/B Schedule Changes

Employees cannot change schedules without prior approval of their supervisor, Department Head, and the Director of Human Resources or designee.

D. Emergencies

All Employees on the 9/80 work schedule are subject to be called to work anytime 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.

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 Memorandum of Understanding
2. Sick Leave – As stated in Memorandum of Understanding
3. Administrative Leave – As stated in Memorandum of Understanding
4. Bereavement Leave - As stated in Memorandum of Understanding
5. Holidays – As stated in Memorandum of Understanding
6. Jury Duty – The provisions of the Personnel Rules shall continue to apply; however, if an employee is called to serve on a jury duty during normal Friday off, Saturday, or Sunday, or on a City holiday, then the jury duty shall be considered as the same as having occurred during the employee's day off work; therefore, the employee will receive no additional compensation.

EXHIBIT C – 4/10 WORK SCHEDULE

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 eight (8) days for eighty (80) hours in a two-week pay period by working eight (8) days (Monday through Thursday, Fridays off) at ten (10) hours per day, plus a one-hour lunch during each work shift, totaling forty (40) hours in each work week. 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.

LEAVE BENEFITS

When an employee is off on a scheduled workday under the 4/10 work schedule, the 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 Memorandum of Understanding
2. Sick Leave – As stated in Memorandum of Understanding
3. Administrative Leave – As stated in Memorandum of Understanding
4. Bereavement Leave – As stated in Memorandum of Understanding
5. Holidays – As stated in Memorandum of Understanding
6. Jury Duty – The provisions of the Personnel Rules shall continue to apply; however, if an 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 work; therefore, the employee will receive no added compensation.

EXHIBIT D - RETIREE SUBSIDY MEDICAL 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 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. 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 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.

SCHEDULE OF BENEFITS

- A. 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 full-time service with the City of Huntington Beach. Said service must be continuous unless prior service is reinstated at the time of their rehire in accordance with the City's Personnel Rules.
- B. Disability Retirees – Industrial disability retirees with less than ten (10) years of service shall receive a maximum monthly payment toward the premium for health insurance of one hundred twenty-one dollars (\$121). Payments shall be in accordance with the

MANAGEMENT EMPLOYEES' ORGANIZATION

stipulations and conditions, which exist for all retirees. Payments shall not exceed dollar amount, which is equal to the full cost of premium for employee only.

- C. Maximum Monthly Subsidy Payments – 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.

All retirees, including those retired as a result of disability whose number of continuous, full-time years of City service prior to retirement exceeds ten (10), shall be entitled to maximum monthly payment 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 |
| 16 | 211 |
| 17 | 226 |
| 18 | 241 |
| 19 | 256 |
| 20 | 271 |
| 21 | 286 |
| 22 | 300 |
| 23 | 315 |
| 24 | 330 |
| 25 | 344 |

RETIREE SUBSIDY MEDICAL PLAN/ MISCELLANEOUS PROVISIONS

A. Eligibility:

1. The effective start-up date of the Retiree Subsidy Medical Plan for the various employee groups shall be the first of the month following retirement date.

2. A retiree may change plans, add dependents, etc., during annual open enrollment. The Human Resources Department shall notify covered retirees of this opportunity each year.
3. Years of service computed for the Retiree Subsidy Medical Plan are actual years of completed service with the City of Huntington Beach.

B. Benefits:

1. Retiree Subsidy Medical Plan includes the available group medical plans offered to active unit members at the time of retirement.
2. City Plans are the primary payer for active employees age 65 and over, with Medicare the secondary payer. Retirees age 65 and over have no City Plan options and are eligible only for Medicare.
3. Premium payments are to be received at least one month in advance of the coverage period.

C. Subsidies:

1. The subsidy payments will pay for:
 - a. Retiree Subsidy Medical Plan.
 - b. HMO.
 - c. Part A of Medicare for those retirees not eligible for paid Part A.
2. Subsidy payments will not pay for:
 - a. Part B Medicare.
 - b. Any other employee benefit plan.
 - c. Any other commercially available benefit plan.
 - d. Medicare supplements.

D. Medicare:

1. 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 credit 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 the 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.

E. Cancellation:

1. For retirees/dependents eligible for paid Part A of Medicare, the following cancellation provisions apply:
 - a. Coverage for a retiree under the Retiree Subsidy Medical 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 state and or federal COBRA continuation 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 coverage, or
 - ii. When the covered dependent reaches age sixty-five (65) 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 Subsidy Medical Plan will be eliminated.
2. See provisions under "Benefits", "Subsidies", and "Medicare" for those retirees/dependents not eligible for paid Part A of Medicare.
3. Retiree Subsidy Medical Plan and COBRA participants shall be notified of non-payment of premium by means of a certified letter from Employee Benefits in accordance with provisions of the Memorandums of Understanding.
4. 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.

EXHIBIT E – VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM

**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: <i>(Please Print or Type: Last, First, MI)</i> | |
| Work Phone: | Department: |
| Job Title: | Employee ID#: |
| Requester Signature: | Date: |
| Department Director Signature: | Date: |
| Human Resources Department-Use Only | |
| End donation date will bridge to: <input type="checkbox"/> Long Term Disability <input type="checkbox"/> Medical Retirement beginning <input type="checkbox"/> Length of FMLA leave ending <input type="checkbox"/> Return to work | End donation date: |
| Human Resources Director Signature: | Date signed: |

MANAGEMENT EMPLOYEES' ORGANIZATION

Voluntary Catastrophic Leave Donation Program Leave Donation Form

Donor, please complete

| | |
|--|---|
| Donor Name: <i>(Please Print or Type: Last, First, MI)</i> | |
| Work Phone: | |
| Donor Job Title: | |
| Type of Accrued Leave: <input type="checkbox"/> Vacation <input type="checkbox"/> Compensatory Time <input type="checkbox"/> General Leave <input type="checkbox"/> Administrative Leave | Number of Hours I wish to donate: _____ Hours of Vacation _____ Hours of Compensatory Time _____ Hours of General Leave _____ Hours of Administrative 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, Compensatory Time, Administrative or General Leave hours to the Catastrophic 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.

EXHIBIT F – PERSONNEL RULES 19 AND 20

RULE 19

GRIEVANCE PROCEDURE NON-DISCIPLINARY MATTERS

19-1. PURPOSE.

The purpose of this rule is to provide a means by which grievances of employees or employee organizations may be considered, discussed and resolved at the level closest to their point of origin. The grievance procedure provided for in this rule does not apply to the review of employee disciplinary matters which subject is treated in Rule 20 hereof.

19-2. DEFINITION.

For the purpose of this rule, a grievance is a dispute concerning the interpretation or application of any provision of the City's Employer-Employee Relations Resolution, or any provision of this resolution or any departmental rule governing personnel practices or working conditions with the exception of matters excluded by Section 19-3.

19-3. MATTERS EXCLUDED FROM GRIEVANCE PROCEDURE.

The following subjects are excluded from the grievance procedure provided for herein:

- (a) The review of employee disciplinary matters, which is treated in Rule 20 hereof.
- (b) All matters subject to impasse procedure, provided in the Employer-Employee Relations Resolution.

19-4. SUBMISSION OF GRIEVANCES.

Any individual employee or recognized employee organization shall have the right to present a grievance.

If two (2) or more employees have essentially the same grievance and report to the same supervisor, they may, and if requested to do so by the City, must jointly or collectively present and pursue their grievance.

If a grievance is alleged by three (3) or more employees, the group shall, at the request of the City, appoint one of such employees to speak for the group.

19-5. GRIEVANCE PROCEDURE.

The grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless otherwise provided herein:

Step 1: Informal Discussion (optional). If an employee feels that he has a grievance, as defined in Section 19-2, he may request a meeting with his immediate supervisor within ten (10) days after the employee becomes aware or reasonably should have become aware of the subject matter of the grievance. The immediate supervisor, within five (5) days of such request, shall meet with the employee when so requested and discuss the grievances in an effort to clarify the issue and work toward a cooperative settlement or

resolution of the dispute. The immediate supervisor shall present, verbally or in writing, his decision to the employee within five (5) days from the time of the informal discussion.

Step 2. Formal Procedure. Immediate Supervisor. If the grievance is not settled through informal discussion, or if the employee elects not to invoke his right to informal discussion, the employee may formally submit a grievance to his immediate supervisor within five (5) days following the decision pursuant to informal discussion, or in the event the employee does not elect to invoke his right to informal discussion, within ten (10) days after the occurrence which gives rise to the grievance or after the employee becomes aware or reasonably should have been aware of the subject matter of the grievance. Such submission shall be in writing, stating the nature of the grievance and a suggested solution or requested remedy. Within five (5) days after receipt of the written grievance, the immediate supervisor shall meet with the employee. Within five (5) days thereafter written decision shall be given the employee by the immediate supervisor.

Step 3. Department Head. In cases where the department head is not the immediate supervisor, if the grievance is not settled under Step 2, the grievance may be presented to the department head. The grievance shall be submitted within five (5) days after the receipt of the written decision from Step 2.

Within five (5) days after receipt of the written grievance, the department head, or his representative, shall meet with the employee and his immediate supervisor, if any. Within five (5) days thereafter written decision shall be given to the employee.

Step 4. City Administrator. If the grievance is not settled under Step 3, the grievance may be presented to the City Administrator in accordance with the following procedure: Within fifteen (15) days after the time the decision is rendered under Step 3 above, a written statement of the grievance shall be filed with the Human Resources Manager who shall act as hearing officer and shall set the matter for hearing within fifteen (15) days thereafter and shall cause notice to be served upon all interested parties. The Human Resources Manager, or his representative, shall hear the matter de novo and shall make recommended findings, conclusions and decision in the form of a written report and recommendation to the City Administrator within five (5) days following such hearing. The City Administrator may, in his discretion, receive additional evidence or argument by setting the matter for hearing within ten (10) days following his receipt of such report and causing notice of such hearing to be served upon all interested parties.

Within five (5) days after receipt of report, or the hearing provided for above, if such hearing is set by the City Administrator, the City Administrator shall make written decision and cause such to be served upon the employee or employee organization and the Human Resources Manager.

Step 5. Personnel Board. If the grievance is not settled under Step 4, it may be appealed to the Personnel Board for de novo hearing and final determination in accordance with the following procedure:

- (a) Within five (5) days after the time decision is rendered under Step 4 above, a written statement of grievance shall be filed with the Personnel Director. Such statement of grievance shall set forth in detail the nature of the grievance, the facts surrounding the subject matter of the grievance, the contentions of the employee and the proposed solution or determination.

- (b) *Hearing.* As soon as practicable thereafter, the Human Resources Manager shall set the matter for hearing before a hearing officer either selected by mutual consent of the parties or from a list provided by the Personnel Commission. Ratification of the hearing officer selected by mutual consent of the parties, if from a list approved by the Personnel Commission, shall not require separate approval or ratification by the Personnel Commission. The hearing officer shall hear the case and make recommended findings, conclusions and decision in the form of a written report and recommendation to the Personnel Commission. In lieu of the hearing officer process, the personnel Commission may agree to hear a case directly upon submission of the case by mutual consent of the parties.

19-6. SUPPLEMENTAL HEARING BY PERSONNEL BOARD.

- (a) The Board may, in its sole discretion, after it has received the written report and recommendation of the hearing officer, set the matter for private hearing for the purpose of receiving additional evidence or argument. In the event the Board sets a private hearing for such purpose, the Personnel Director shall give written notice of such to all parties concerned in such matter.
- (b) The Board, following a consideration of the hearing officer's written report and recommendation and deliberation thereon and any supplemental hearing before the Board, shall make findings, conclusions and decision which shall be final and binding on all parties and from which there shall be no further appeal.

19-7. GRIEVANCE. DEPARTMENT HEAD.

Any department head who has a grievance may present it to the City Administrator for determination. The City Administrator shall render a written decision to said department head within five (5) days after such submission, which decision may be appealed by the department head to the Personnel Board in accordance with Step 5 of Section 19-5.

RULE 20

REVIEW PROCEDURE IN DISCIPLINARY MATTERS

20-1. PURPOSE.

The purpose of this rule is to provide a procedure for recommending and imposing discipline against City employees, and a means by which an employee may administratively appeal any such disciplinary action.

20-2 DEFINITION.

For the purpose of this rule, a grievance is a dispute concerning the application, interpretation, or enforcement of the rules contained in this resolution or departmental rules governing the conduct of employees in the competitive service in cases where discipline has been imposed upon such employees.

1) *Notice of Proposed Adverse Action*

For Disciplinary demotions, suspensions or dismissals, an employee shall be served a written Notice of Proposed Adverse Action by the employee's department head, or his/her designee, or by certified mail, prior to the proposed disciplinary action taking effect. The notice shall state the reasons for and charges upon which the proposed action is based, and the effective date of the action the right to respond and the employer's right to representation. A copy of all materials upon which the proposed action is based shall be attached to the notice.

2) *Employee's Right to Respond*

The employee shall be given a minimum of ten (10) calendar days to respond orally and/or in writing to the charges upon which the proposed action is based. The employee's response shall be made to and/or before his/her department head.

3) *Time Off*

The employee shall be given reasonable time off with pay to attend disciplinary meetings.

4) *Final Notice of Decision*

After an employee has responded to or waived his/her right to respond to the proposed adverse action, the employee shall be served with a final Notice of Decision from his/her department head. The final written Notice of Decision shall state whether or not the proposed action shall be taken or modified, and the reasons therefore and effective date of the action.

20-3. SUBMISSION OF GRIEVANCES.

Any individual employee shall have the right to present a grievance. If two (2) or more employees have essentially the same grievance and report to the same supervisor, they may, and if requested to do so by the city, must collectively present and pursue their grievance, if a grievance is alleged by three (3) or more employees, the group shall, at the request of the city, appoint one (1) such employee to speak for the group.

Appeal to Personnel Commission

Disciplinary action involving the termination, suspension, demotion or other reduction in pay may be appealed to the Personnel Commission for de novo hearing and final determination in accordance with the following procedure:

1) *Request for Appeal*

Within five (5) days after the employee's receipt of a final Notice of Discipline, a written request for an appeal to the Personnel Commission shall be submitted to the Human Resources Manager.

2) *Hearing.*

As soon as practicable thereafter, the Human Resources Manager shall set the matter for hearing before a hearing officer. The hearing officer shall hear the case without the Board and shall make recommended findings, conclusions and decision in the form of a written report and recommendation to the Board.

3) *Final Decision*

The Board shall consider the written report and recommendations of the hearing officer and after due deliberation in executive session, shall render a decision in the matter which shall be final and binding on all parties, and from which there shall be no further appeal.

20-4. GRIEVANCE PROCEDURE.

The grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless otherwise provided herein:

Step 1. Informal Discussion (optional). If an employee feels that he has a grievance, as defined in Section 20-2 hereof, he may request a meeting with his immediate supervisor within ten (10) days after the employee becomes aware or reasonably should have become aware of the subject matter of the grievance. The immediate supervisor, within five (5) days of such request, shall meet with the employee when so requested and discuss the grievance in an effort to clarify the issue and work toward a cooperative settlement or resolution of the dispute. The immediate supervisor shall present, verbally or in writing, his decision to the employee within five (5) days from the time of the informal discussion.

Step 2. Formal Procedure. Immediate Supervisor. If the problem is not settled through informal discussion, or if the employee elects not to invoke his right to informal discussion, the employee may formally submit a grievance to his immediate supervisor within five (5) days following the decision pursuant to informal discussion, or in the event the employee does not elect to invoke his right to informal discussion, within ten (10) days after the occurrence which gives rise to the grievance, or after the employee becomes aware or reasonably should have been aware of the subject matter of the grievance. Such submission shall be in writing, stating the nature of the grievance and a suggested solution or requested remedy. Within five (5) days after receipt of the written grievance, the immediate supervisor shall meet with the employee. Within five (5) days thereafter written decision shall be given the employee by the immediate supervisor.

Step 3. Department Head. In cases where the department head is not the immediate supervisor, if the grievance is not settled under Step 2, the grievance may be presented to the department head. The grievance shall be submitted within five (5) days after receipt of the written decision from Step 2. Within five (5) days after receipt of the written grievance, the department head, or his representative, shall meet with the employee and his immediate supervisor, if any. Within five (5) days thereafter written decision shall be given to the employee.

Supplemental Hearing by Personnel Board

- 1) The Board may, in its sole discretion, after it has received the written report and recommendation of the hearing officer, set the matter for private hearing for the purpose of receiving additional evidence or argument. In the event the Board sets a private hearing for such purposes, the Human Resources Manager shall give written notice to all parties concerned in such matter.

- 2) The Board, following a consideration of the hearing officer's written report and recommendation and deliberation thereon and any supplemental hearing before the Board, shall make findings, conclusions and decisions which shall be final and binding on all parties and from which there shall be no further appeal.

20-5. PERSONNEL BOARD.

If the grievance is not settled under Step 3, it may be appealed to the Personnel Board for de novo hearing and final determination in accordance with the following procedure:

- (a) Within five (5) days after the time decision is rendered under Step 3 above, a written statement of grievance shall be filed with the Personnel Director. Such statement of grievance shall set forth in detail the nature of the grievance, the contentions of the employee and the proposed solution or determination.
- (b) Hearing. As soon as practicable thereafter, the Personnel Director shall set the matter for hearing before a hearing officer. The hearing officer shall hear the case without the Board and shall make recommended findings, conclusions and decision in the form of a written report and recommendation to the Board.
- (c) The Board shall consider the written report and recommendations of the hearing officer and after due deliberation in executive session, shall render a decision in the matter which shall be final and binding on all parties, and from which there shall be no further appeal.

Employee Status on Pending Appeal

Notwithstanding the provisions of Rule 7, Section 7-4 (Suspension with Pay), the disciplinary action shall be effective pending an appeal to the Personnel Commission.

20-6. SUPPLEMENTAL HEARING BY PERSONNEL BOARD.

- (a) The Board may, in its sole discretion, after if has received the written report and recommendation of the hearing officer, set the matter for private hearing for the purpose of receiving additional evidence of argument. In the event the Board sets a private hearing for such purposes, the Personnel Director shall give written notice of such to all parties concerned in such matter.
- (b) The Board, following a consideration of the hearing officer's written report and recommendation and deliberation thereon and any supplemental hearing before the Board, shall make findings, conclusions and decision which shall be final and binding on all parties and from which there shall be no further appeal.

20-7. APPEALS, SUSPENSION, DEMOTION OR DISCHARGE.

All appeals concerning those matters specified in subsection (d), Section 808 of the City Charter, namely suspension for more than thirty (30) days, demotion, or discharge, shall be to the Personnel Board in accordance with the procedures set forth in Sections 20-5 and 20-6 above.

20-8. GRIEVANCE. DEPARTMENT HEAD.

Any department head who has a grievance may present it to the City Administrator for determination. The City Administrator shall render a written decision to said department head within five (5) days after such submission, which decision may be appealed by the department head to the Personnel Board in accordance with Sections 20-5 and 20-6 of this resolution.

20-9. EMPLOYEE STATUS PENDING FINAL DETERMINATION.

Notwithstanding the provisions of Rule 7, Section 7-4 (Suspension without Pay), the action of a department head, or the City Administrator if a department head is involved, shall be effective pending review by the appellate authority, and no employee shall be entitled to compensation during said period unless the action of the department head or City Administrator is modified by such appellate authority to provide for compensation, or is revoked. The appellate authority may order reinstatement of the employee and may grant full, partial, or no compensation for the period of suspension, demotion or dismissal.

EXHIBIT G - PHYSICAL EXAMINATION DESCRIPTION

- I. Complete Health History
- II. Complete Physical Examination by Physician
- III. Computer Printout:
 - A. Physiological Tests:
 - 1. Temperature
 - 2. Height
 - 3. Weight
 - 4. Vision
 - 5. Audiometry (Hearing Screening)
 - 6. Blood Pressure
 - 7. Pulse
 - 8. Chest X-Ray
 - 9. EKG
 - 10. History
 - 11. Tonometry (Glaucoma) for patients 35 and over.
 - 12. Spirometry (Breathing)
 - B. Laboratory Tests:
 - 1. Blood Chemistry Screening Tests:

| | |
|------------------|---------------------|
| SGPT | Triglycerides |
| SGOT | Glucose Fasting |
| LDH | BUN |
| Alk. Phosphatase | Creatinine |
| Total Bilirubin | Uric Acid |
| Total Protein | Calcium |
| Albumin-Serum | Inorganic Phosphate |
| Globulin | Sodium |
| Cholesterol | Potassium |
 - 2. Complete Blood Count
 - 3. Urinalysis
 - 4. Stool Test for Blood
 - 5. RPR
 - 6. Pap Smear on Females
 - 7. HDL
- IV. Examination Findings:
 - A. Consultation with Physician
 - B. Written Report of Findings