

Tentative Agreement – June 13, 2023

Memorandum of Understanding

Between

Huntington Beach

Police Management Association

and

City of Huntington Beach

July 1, 20213 – ~~December 31~~ June 30,
20236

**POLICE MANAGEMENT ASSOCIATION
MEMORANDUM OF UNDERSTANDING
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POLICE MANAGEMENT ASSOCIATION

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF HUNTINGTON BEACH, CALIFORNIA
(Herein Called CITY)
AND
THE HUNTINGTON BEACH POLICE MANAGEMENT ASSOCIATION
(Hereinafter Called ASSOCIATION)**

PREAMBLE

WHEREAS the designated representative of the City of Huntington Beach and the Huntington Beach Police Management Association (PMA) have met and conferred in good faith with respect to salaries, benefits and other terms and conditions of employment for the employees represented by the Association;

NOW THEREFORE, this Memorandum of Understanding (MOU) is made, to become effective July 1, 202~~13~~⁴ through ~~December 31, 2023~~^{June 30, 2026}. Except as otherwise provided in this MOU, the provisions are effective ~~on July 1, 2024~~^{on July 1, 2023}.

ARTICLE I -- REPRESENTATIONAL UNIT

It is recognized that the Huntington Beach Police Management Association is the employee organization which has the right to meet and confer in good faith with the City on behalf of represented employees of the Huntington Beach Police Department within the classification titles of Police Captain and Police Lieutenant as outlined in Exhibit A attached hereto and incorporated herein.

ARTICLE II -- EXISTING CONDITIONS OF EMPLOYMENT

Except as expressly provided herein, the adoption of this MOU shall not change existing terms and conditions of employment, which have been established for the classifications represented by the Huntington Beach Police Management Association.

ARTICLE III -- SALARY SCHEDULES

A. A.—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.

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Effective June 24, 2023, employees will receive a base salary increase of five percent (5.0%).

Effective the pay period including July 1, 2024, employees will receive a base salary increase of five percent (5.0%).

Effective the pay period including July 1, 2025, employees will receive a base salary increase of five percent (5.0%).

~~B. Effective at the beginning of the pay period including July 1, 2021, the parties' agree that the salary schedule in Exhibit A reflects the following modifications from the salary schedule in the 2018-2020 MOU:~~

~~The salary schedule will include seven (7) steps from A-G;~~

~~The steps will be five percent (5%) steps;~~

~~All employees will be placed on the new salary schedule at the step that is closest to the base salary step they were on (of the 2018-2020 salary schedule) without being less.~~

~~Once placed on the new, seven-step salary schedule, employees will be eligible to move to the next step on their anniversary date (i.e., the date they are due for their next evaluation) upon receipt of a satisfactory evaluation.~~

~~C. Performance Bonus—Effective at the beginning of the pay period including July 1, 2021, employees in the unit who are at Step G on the salary schedule are eligible for an annual performance bonus of up to three percent (3%) of their base pay at the time of their evaluation.~~

~~The annual performance bonus amount will be determined based upon the evaluation of the employee's performance. A completed performance evaluation with specific recognition of outstanding performance must be attached to the Personnel Action Form and sent to the Human Resources Division. The evaluation will also identify performance goals and objectives.~~

~~Employees who disagree with the performance bonus award granted by their supervisor / manager may appeal the decision directly to the Police Chief for additional consideration. After review, the Police Chief's final decision regarding the performance bonus award amount shall be final and binding, and shall not be subject to grievance.~~

~~The parties agree that to the extent permitted by CalPERS or law, the City will report the compensation in this section as special compensation pursuant to Title 2-CGR, Section 571(a)(1) Bonus.~~

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ARTICLE IV – RETIREMENT

A. Classic Safety Employee Retirement Benefits:

1. 3% @ Age 50 Plan - The City shall provide the 3% @ Age 50 retirement formula set forth in California Government Code Section 21362.2 for all safety employees defined as “classic members” per the Public Employees’ Pension Reform Act of 2013 (PEPRA) represented by the Association.
2. 1959 Survivors’ Benefit Level IV (California Government Code Section 21574) Members of the City’s safety retirement plan shall be covered by the Fourth Level of the 1959 Survivor Benefit.
3. Pre-retirement Optional 2 Death Benefit (California Government Code Section 21548) – Safety Employees)
4. One-Year Final Compensation (California Government Code Section 20042)
5. Classic Safety CalPERS Member Contribution:
 - a. All classic member safety members shall pay their CalPERS member contribution of nine percent (9%) of compensation earnable.
 - b. The City has adopted the CalPERS Resolution in accordance with IRS Code section 414(h)(2) to ensure that 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.
6. Classic Member Safety CalPERS Cost Sharing:
 - a. Classic member safety members cost share ~~two-four~~ percent (~~24~~%) compensation earnable in accordance with Government Code section 20516(f).
 - ~~b. Effective the beginning of the pay period including January 1, 2022, classic member safety members shall cost share an additional one percent (1%) compensation earnable in accordance with Government Code section 20516(f), for a total cost share of three percent (3%).~~
 - ~~c. Effective the beginning of the pay period including January 1, 2023, classic member safety members shall cost share an additional one percent (1%) compensation earnable in accordance with Government Code section 20516(f), for a total cost share of four percent (4%).~~

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- B. Self-Funded Supplemental Retirement Benefit – In the event a PERS member elects Option #1, #2, #2W, #3, #3W or #4 of the Public Employees’ Retirement law, and the member is a unit employee who was hired prior to July 6, 1998, the City shall pay the difference between such elected option and the unmodified allowance which the member would have received for their life alone as provided in California Government Code sections 21455, 21456, 21457, and 21548 as said referenced Government Code sections exist as of the date of this agreement. This 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 this benefit shall be at the sole discretion of the City. All unit employees hired after July 6, 1998 shall not be eligible for this benefit).
- C. CalPERS “New Member” Retirement Benefits:
For “New Members” within the meaning of the California Public Employees’ Pension Reform Act (PEPRA) of 2013 as defined in California Government Code Section 7522.04(f).
- D. “New Members” Safety Retirement Benefits:
1. CalPERS “New Member” Safety Retirement Formula: 2.7% @ Age 57 Plan -
The City shall provide the 2.7% @ Age 57 retirement formula set forth in California Government Code Section 7522.25(d) for all safety employees defined as “new members” per the Public Employees’ Pension Reform Act of 2013 (PEPRA) represented by the Association.
 2. 1959 Survivors’ Benefit Level IV (California Government Code Section 21574)
– these members of the City’s safety retirement plan shall be covered by the Fourth Level of the 1959 Survivor Benefit.
 3. Pre-Retirement Optional Settlement 2 Death Benefit (California Government Code Section 21548) these members of the City’s safety retirement plan shall be covered by the Pre-Retirement Optional Settlement 2 Death Benefit.
 4. Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of ~~their~~~~his or her~~ retirement, or some other 36 consecutive month period designated by the member, as required by California Government Code Section 7522.32(a).
 5. New Member Safety CalPERS Member Contribution: Sworn employees covered by this agreement shall pay one half (50%) of the normal cost rate, as established by CalPERS, as required by California Government Code Section 7522.30(c).
 6. New Member Safety CalPERS Cost Sharing: Effective the beginning of the pay period including January 1, 2022, “new members” safety members shall pay at

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least thirteen percent (13%) of pensionable compensation as their retirement contribution. If the required contribution per PEPR (half the normal cost) is less than thirteen percent (13%), employees shall pay the difference between the required PEPR contribution and thirteen percent (13%) as cost sharing per Government Code section 20516(f). If the required PEPR contribution is at least thirteen percent (13%) or more, "new members" safety members will pay the required PEPR contribution.

ARTICLE V -- HEALTH AND OTHER INSURANCE BENEFITS

A. Health

The City shall continue to make available group medical, dental and vision benefits to all employees and qualified dependents. The effective date for medical, dental and vision coverage is the first of the month following date of hire. Effective the first of the month following the employee's date of hire, any required employee payroll deduction shall begin with the first full pay period following the effective date of coverage and shall continue through the end of the month in which the employee separates, unless otherwise precluded by the CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA). All employee contributions shall be deducted on a pre-tax basis.

1. CalPERS PEMHCA

The City presently contracts with CalPERS to provide medical coverage. The City is required under CalPERS PEMHCA to make a contribution to retiree medical premiums. A retiree's right to receive a City contribution, and the City's obligation to make payment on behalf of retirees, shall only exist as long as the City contracts with CalPERS for medical insurance. In addition, while the City is in CalPERS, its obligations to make payments on behalf of retirees shall be limited to the required statutory minimum payment ~~required by law~~.

a. PEMHCA Employer Contributions

The City shall contribute on behalf of each employee the mandated minimum sum (i.e., the annual PEMHCA statutory minimum) as required per month toward the payment of premiums for medical insurance under the PEMHCA program. As the mandated minimum is increased, the City shall make the appropriate adjustments by decreasing its flex benefits contribution accordingly as defined in the following sub-section.

b. Maximum Employer Contributions Towards Flex Benefits

For the term of this Agreement, the City's maximum monthly employer contributions for each employee's medical and vision insurance premiums are set forth as follows:

<u>Type of Coverage</u>	<u>Medical Premium</u>
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<u>Employee Only ("EE")</u>	<u>\$849.19820.00</u>
<u>Employee + one dependent ("EE" + 1)</u>	<u>\$1,727.481650.00</u>
<u>Employee + two or more dependents ("EE" + 2)</u>	<u>\$2,203.132100.00</u>

Effective January 1, 2024

<u>Type of Coverage</u>	<u>Medical Premium</u>
<u>Employee Only ("EE")</u>	<u>\$888.19859.00</u>
<u>Employee + one dependent ("EE" + 1)</u>	<u>\$1,805.481728.00</u>
<u>Employee + two or more dependents ("EE" + 2)</u>	<u>\$2,304.132201.00</u>

Effective January 1, 2025

<u>Type of Coverage</u>	<u>Medical Premium</u>
<u>Employee Only ("EE")</u>	<u>\$921.19892.00</u>
<u>Employee + one dependent ("EE" + 1)</u>	<u>\$1,871.481794.00</u>
<u>Employee + two or more dependents ("EE" + 2)</u>	<u>\$2,388.132285.00</u>

- ~~i. Employee only ("EE") — The cost of the premium up to a maximum of \$774.00. Effective in the pay period that includes January 1, 2022, the City agrees to increase this amount to the PORAC Region 2 amount for employee only coverage, but not higher than \$825.86 per month. Effective in the pay period that includes January 1, 2023, the City agrees to increase this amount to the PORAC Region 2 amount for employee only coverage, but not higher than \$849.19 per month.~~
- ~~ii. Employee + one dependent ("EE" + 1) — The cost of the premium up to a maximum of \$1,623.00. Effective in the pay period that includes January 1, 2022, the City agrees to increase this amount to the PORAC Region 2 amount for employee plus 1 coverage, but not higher than \$1,704.15 per month. Effective in the pay period that includes January 1, 2023, the City agrees to increase this amount to the PORAC Region 2 amount for employee plus 1 coverage, but not higher than \$1,727.48 per month.~~

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~~iii. Employee + two or more dependents (“EE” + 2) – The cost of the premium up to a maximum of \$2,076.00. Effective in the pay period that includes January 1, 2022, the City agrees to increase this amount to the PORAC Region 2 amount for employee plus 2 or more dependents coverage, but not higher than \$2,179.80 per month. Effective in the pay period that includes January 1, 2023, the City agrees to increase this amount to the PORAC Region 2 amount for employee plus 2 coverage, but not higher than \$2,203.13 per month.~~

iv.i. The City shall also pay up to \$23.50 per month for each employee for the VSP Vision Plan.

~~The maximum City contribution shall be based on the employee’s enrollment in each plan.~~ The parties agree ~~that~~ the required PEMHCA statutory minimum contribution (i.e., the annual PEMHCA statutory minimum) is included in this sum stated in the sub-section above. If the employee enrolls in a plan wherein the costs exceed the City contribution, the employee is responsible for all additional premiums through pre-tax payroll deductions.

2. Dental Insurance

The annual maximum benefit for the Delta Dental PPO plan is two thousand dollars (\$2,000).

a. The maximum monthly City Contribution for dental insurance shall be as follows: 1) employee only (“EE”) - \$57.86; 2) employee plus one dependent (“EE+1”) - \$108.02 or 3) employee plus two or more dependents (“EE+2”) - \$142.36.

b. The City’s contribution to dental insurance shall not increase. Any increase in dental premiums above the City’s current contribution cap as listed herein, will be the responsibility of the employee.

Table 1. PMA Health Contributions Effective ~~January 1, 2023~~ ^{July 1, 2023}

Tier	Maximum City Contribution			
	Medical	Dental PPO	Dental HMO	Vision
Single	849.19 774.00	57.86	30.11	23.50
Two Party	1727.48 1623.00	108.02	51.19	23.50
Family	2203.13 076.00	142.36	78.29	23.50

For employees who elect to discontinue vision coverage, the employee premium paid for vision coverage will be applied toward the medical premium.

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Table 2. PMA Health Contributions Effective January 1, 2024~~2~~

Tier	Maximum City Contribution			
	The City agrees to contribute up to the premium, but not higher than the maximums listed below:			
	Medical	Dental PPO	Dental HMO	Vision
Single	8 88.19 25.8 6	57.86	30.11	23.50
Two Party	1, 805.48 70 4.15	108.02	51.19	23.50
Family	2, 304.13 17 9.80	142.36	78.29	23.50

Table 3. PMA Health Contributions Effective January 1, 2025~~3~~

Tier	Maximum City Contribution			
	The City agrees to contribute up to the premium, but not higher than the maximums listed below:			
	Medical	Dental PPO	Dental HMO	Vision
Single	9 21.19 849. 49	57.86	30.11	23.50
Two Party	1, 871.48 72 7.48	108.02	51.19	23.50
Family	2, 388.13 20 3.13	142.36	78.29	23.50

3. Retiree (Annuitant) Coverage

As required by the Government Code retired employees (annuitants) shall have available the ability to participate in the PEMHCA program. The City's requirement to provide retirees and/or annuitants medical coverage is solely governed by the Government Code requirement that requires the City to extend this benefit to retirees (annuitants). While the City is contracted with CalPERS to participate in the PEMHCA program, CalPERS shall be the sole determiner of eligibility for retiree and/or annuitant to participate in the PEMHCA program.

a. City Contribution (Unequal Contribution Method) for Retirees

As allowed by the Government Code and the CalPERS Board, and requested by the Association, the City shall use the Unequal Contribution Method to make City contributions on behalf of each retiree or annuitant. The starting year for the unequal contribution method is 2004 at \$1.00 per month. The City's contribution for each annuitant shall be increased annually by five percent (5%) of the monthly contribution for employees, until such time as the contributions are equal. The Service Credit Subsidy will be reduced every January 1st by an amount equal to any required amounts to be paid by the City on behalf of the

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retiree (annuitant). The City shall make these payments only while the City is a participant in the PEMHCA program.

b. Termination of Participation in the CalPERS PEMHCA program – Impact to Retirees

The City's requirement to provide retirees (annuitants) medical coverage is solely governed by the Government Code requirement that PEMHCA agencies extend this benefit to retirees (annuitants). If by agreement between the Association and the City or if the City elects to impose termination of its participation in the PEMHCA program, retirees (annuitants) shall no longer be eligible for City provided medical insurance.

In the event that the City terminates its participation in the PEMHCA program, the Retiree Medical Subsidy program in place per Resolution No. 2000-116, Exhibit B, to the MOU shall be reinstated. The City shall make any necessary modifications to conform to the new City sponsored medical insurance plan.

c. Termination Clause

The City and Association may each request termination of the City's contract with CalPERS after the announcement of State Legislation, Judicial Rulings, or a CalPERS Board Action that changes the employer's contribution, insurance premiums, or program changes to the CalPERS medical plan.

The City and Association may elect to terminate its participation in the CalPERS PEMHCA program by mutual agreement through the meet and confer process between the Association and the City.

4. Medical/Vision Cash-Out

a. Employees covered by a medical program outside of a City-provided program (evidence of which must be supplied to the Human Resources Division), may elect to discontinue City medical coverage and either direct the cash value of the City's Contribution Cap for the lowest-cost employee only ("EE") medical coverage as described in Article V.A.1.(b) be deposited into their Deferred Compensation account, or any other pre-tax program offered, or approved by the City, or the employee may elect to receive this amount as a cash medical-opt out benefit.

~~b. An employee may also elect to discontinue vision coverage. The employee premium paid for vision coverage will be applied toward medical premium. This paragraph shall sunset on December 31, 2021.~~

B. Section 125 Employee Plan

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The City shall provide an Internal Revenue Code Section 125 employee plan that allows employees to use pre-tax salary to pay for regular childcare, adult dependent care and/or unreimbursed medical expenses as determined by the Internal Revenue Code.

C. Life Insurance

The City will provide fifty thousand dollars (\$50,000) term life insurance and fifty thousand dollars (\$50,000) accidental death and dismemberment insurance without evidence of insurability other than evidence of working full time. An additional ten thousand dollars (\$10,000) of life insurance may be purchased, at the employee's cost, with evidence of insurability.

D. City Contribution Towards Long-Term Disability (LTD) Insurance and Long-Term Care (LTC) Program

The City authorizes the Association to enroll in the Long-Term Disability (LTD) Insurance Program and the Long-Term Care (LTC) Program provided to the Huntington Beach Police Officers' Association (HBPOA).

1. The City shall pay the HBPOA on the Association's behalf the cost of LTD premiums not to exceed thirty-eight dollars (\$38.00) per month per covered members of the PMA.
2. The City shall pay the HBPOA on the Association's behalf the cost of LTC premiums not to exceed twenty-five dollars (\$25.00) per month per covered members of the PMA.
3. ~~The City and the Association agree that the City shall no longer provide LTD insurance coverage to Association members. Employee coverage under the City's sponsored program was terminated July 31, 2006.~~
4. The City and the Association agree that HBPOA contracts with an authorized LTD and LTC provider and that the City is not responsible for paying the cost of premiums and any expenses incurred for administering both programs.
5. The City and the Association agree that the PMA coverage for LTD insurance and LTC is authorized under the same existing conditions under which the HBPOA is authorized by the City to provide such coverage to its members. The City and the Association agree that in the event the HBPOA does not meet its obligation and reporting requirements to the City for PMA members, the City's contribution amounts of thirty-eight dollars (\$38.00) and/or twenty-five dollars (\$25.00) may cease without retroactive payments.
6. The Association agrees that it will indemnify and hold harmless the City as well as all direct or indirect successors, officers, directors, heirs, predecessors, assigns, agents, insurers, employees, attorneys, representatives, and each of them, past and present, from and against any claims, lawsuits, penalties,

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interest, taxes, or liability of any kind whatsoever, which may result from the HBPOA sponsored and administered LTD insurance and LTC programs.

E. Employee Welfare Benefit Trust Fund

The City authorizes the HBPMA to participate in an employee welfare medical benefit trust fund program, called that PORAC Retiree Medical Trust, providing the following conditions are adhered to:

1. The City and HBPMA agree that the City shall not provide any contribution to the program.
2. The City shall withhold \$100.00 monthly for each represented employee. Thereafter, said withholding shall be in an amount as designated by the HBPMA. Deductions shall be taken on the first two checks of each month.
3. HBPMA shall pay all associated expenses incurred for participation in the program.
4. Upon request, the HBPMA shall provide documentation to the City as follows:
 - a. A copy of the in-force employee medical welfare benefit trust fund program;
 - b. A statement certifying that funds collected are for employee welfare medical benefits for HBPMA represented employees only;
 - c. A copy of the current program document as well as any changes of amendments, or written confirmation that there have been no changes as employee medical welfare benefit trust fund program provider;
 - d. Verification of the funds submitted to the PORAC Retiree Medical Trust by the HBPMA, and
 - e. A statement certifying that the submitted funds are only being utilized to provide employee welfare medical benefit trust funds for participating members including members of the HBPMA.
5. City shall submit the withheld funds to the PORAC Retiree Medical Trust bi-weekly.
6. All Federal and State laws regarding employee medical welfare benefit trust funds coverage shall be followed.
7. HBPMA agrees that it will indemnify and hold harmless the City as well as all direct or indirect successors, officers, directors, heirs, predecessors, assigns, agents, insurers, employees, attorneys, representatives, and each of them,

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past and present, from and against any claims, lawsuits, penalties, interest, taxes, or liability of any kind whatsoever, which may result from the qualified employee welfare benefit trust fund program.

ARTICLE VI -- BEREAVEMENT LEAVE

Employees shall be entitled to bereavement leave not to exceed three (3) working days in each instance of death in the immediate family. Immediate family is defined as father, mother, sister, brother, spouse, registered domestic partner, children, grandfather, grandmother, stepfather, stepmother, step grandfather, step grandmother, grandchildren, stepsisters, stepbrothers, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepchildren, or wards of which the employee is the legal guardian.

In addition to the above, if an employee (who has been with the City for at least thirty (30) days) exhausts their paid bereavement leave, they are entitled to use up to two (2) additional days of bereavement leave for the death of a family member as defined above. This leave must be used within three (3) months from the date of death. Although this is not City-paid leave, employees may use any accrued paid leave that is otherwise available to the employee for this purpose.

ARTICLE VII -- ADDITIONAL MANAGEMENT BENEFITS

A. Take Home Vehicle Use

1. Employees must reside within thirty-five (35) miles of the City limits in order to be assigned a take home City vehicle. An employee assigned an unmarked vehicle is required to be able to report directly to work or any emergency situation, at any time, at the direction of the Chief of Police or his delegate. Use of an unmarked vehicle for more than minimal personal use is not authorized.

B. Bilingual Pay

Qualified employees who meet the criteria shall receive five percent (5%) of their base monthly rate of pay for bilingual skills paid on a bi-weekly basis. Human Resources will have written and oral tests designed and administered to test for qualifications. The qualifications will cover the more routine foreign language requirements in filling out crime reports, interviewing suspects and witnesses, and responding to the public on matters relating to an incident or other police action.

1. The languages included will be Spanish, Vietnamese and American Sign Language. Additional languages may be approved at the discretion of the Chief of Police.

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2. Authorization of qualified employees for bilingual compensation will be based on the following:
 - a. A need for the employee to use the language in the City to support the implementation of police operations.
 - b. At the discretion of the Chief of Police, the number of employees qualified in each category may be limited based on department needs.
3. Successful completion of tests authorized by the Chief of Police will be required to qualify for bilingual pay for any of the languages. ~~Retesting may be done on an annual basis. The City reserves the right to re-test at the Chief of Police's discretion, no more frequently than once every twelve (12) months.~~

C. Uniform Allowance

1. The City shall continue the Uniform Allowance in lieu of the City providing uniforms for employees.

The uniform allowance is one thousand two hundred and seventy-five dollars (\$1,275) per year for all employees and shall be paid in December ~~on a separate payroll check.~~

Employees hired after January 1st shall have their uniform allowance pro-rated for each month in which they were on active duty for at least one full shift. It is the mutual intent of the parties that this allowance shall be utilized solely for the purpose of replacing, repairing and maintaining uniforms and clothing worn in the line of duty. The City will continue to make initial issuance of required uniforms and replace uniforms and equipment damaged in the line of duty including safety equipment required by state law; City resolution or ordinance, or by order of the Chief of Police.

2. To the extent permitted by law, tThe City shall report (for classic members) to the CalPERS the uniform allowance paid as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5).
 - a. ~~Employees subject to PEPPRA will have uniform allowance paid and will be subject to Government Code Section 7522.34(C)7 related to the treatment thereof regarding pensionable compensation.~~

D. Meal and Mileage Allowance

1. Per Diem
~~Employees shall be entitled to per diem under the following circumstances:~~

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- ~~a. Personnel with prior knowledge and approval of their supervisor and on work assignments, or attending meetings or training in excess of a twenty-five (25) mile radius beyond their normal work station, and which extends more than one (1) hour beyond their normal hours or require lodging.~~
- ~~b. Meeting or training assignments, which include a meal, will be reimbursed at the actual cost of the meeting or meal, not to exceed the prorated per diem schedule.~~
- ~~c. Meal expenses other than listed above may be considered for reimbursement (receipts required) by the Division Commander.~~
- ~~d. Receipts are not required other than noted above.~~

~~2. Per Diem Schedule~~

~~The General Services Administration (GSA) establishes per diem rates. Employees may be reimbursed for meals in amounts that do not exceed the breakdown per meal as established at www.gsa.gov/mie.~~

~~E. Mileage Allowance~~

~~The City shall reimburse employees for the use of personal automobiles at the existing IRS reimbursable rate.~~

~~The parties agree to follow Policy AR 301 addressing meal and mileage allowance and incorporate it by reference in this MOU.~~

~~F.E. Effective Date of Additional Management Benefits~~

All additional management benefits shall be effective the first full pay period following certification and verification as approved by the Chief of Police or designee. It is agreed that any PERSable benefits shall be reported to CalPERS; however, the treatment of any special pay under this provision as "pensionable compensation" shall be subject to CalPERS regulations. Where there is any conflict between the City's treatment of any special pay and CalPERS, CalPERS' determination shall prevail.

ARTICLE VIII – CONTROLLED SUBSTANCE AND ALCOHOL TESTING

The City maintains the right to conduct a controlled substance and 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, consistent with department policy.

ARTICLE IX– LEAVE BENEFITS

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A. Anniversary Date

For the purpose of computing vacation, an employee's anniversary date shall be the most recent date on which they commenced full-time City employment.

B. General Leave:

1. Purpose – The purpose of annual General Leave is to provide a rest period, which will enable each employee to return to work physically and mentally refreshed, as well as for an illness or injury of the employee not otherwise covered under other provisions of law (e.g., Labor Code 4850, workers' compensation laws, etc.).
2. Anniversary Date – For the purpose of computing General Leave, an employee's anniversary date shall be the most recent date on which they commenced full-time City employment, unless otherwise provided in writing by agreement between the City and the employee upon initial hire or re-hire.
3. Annual General Leave Eligibility – All employees shall be entitled to use annual General Leave with pay except the following:
 - a. Employees who have not completed six (6) months of continuous service with the City. However, employees with less than six (6) months of continuous service may, after 90 days, use up to 24 hours of General Leave for the purpose of an injury to or illness of themselves.
 - b. Employees who work less than full-time who are not permanent. However, employees who do not work full-time and are not permanent may, after 90 days, use up to 24 hours of General Leave for the purpose of illness, injury, or family sickness.
 - c. Employees on leave of absence.
4. General Leave Accrual – Employees in the City's service, having an average work week of forty (40) hours, shall accrue annual General Leave with pay in accordance with the following:
 - a. For the first (1st) through the fourth (4th) year of continuous service, General Leave shall be accrued at the rate of one hundred and seventy six (176) hours per year (6.77 hours biweekly).
 - b. For the fifth year (5th) and through the ninth (9th) year of continuous service, General Leave shall be accrued at the rate of two hundred (200) hours per year (7.69 hours biweekly).

POLICE MANAGEMENT ASSOCIATION

- c. For the tenth (10th) year and through the fourteenth (14th) year of continuous service, General Leave shall be accrued at the rate of two hundred and twenty four (224) hours per year (8.62 hours biweekly)
- d. For the fifteenth (15th) year and thereafter of continuous service, General Leave shall be accrued at the rate of two hundred and fifty six (256) hours per year (9.85 hours biweekly).

Table 4. PMA General Leave Annual Accrual Schedule

Years of Service	General Leave Accrual
First through Fourth Year	176 Hours
Fifth through Ninth Year	200 Hours
Tenth through Fourteenth Year	224 Hours
Fifteenth Year and Thereafter	256 Hours

In computing eligibility for continuous service, for sworn law enforcement members of the unit, it shall include sworn law enforcement service at another law enforcement agency.

5. Use of General Leave:

- a. No employee shall be permitted to use General Leave in excess of actual time earned and General Leave shall not be accrued in excess of six hundred and forty (640) hours. General Leave use for vacations shall be taken only with permission of the Chief of Police (or their designee); however, the Chief of Police shall schedule all vacations with due consideration for the wishes of the employee and particular regard for the needs of the department. If used as sick leave, employees must call in prior to their shift and provide a supervisor with notice that they are using General Leave due to illness or injury.
- b. General Leave accumulated in excess of the six hundred and forty (640) hour cap shall be paid at the base hourly rate of pay on the first payday following such accumulation.

6. General Leave Conversion to Pay During Employment – On or before the beginning of the pay period which includes December 15 of each calendar year ~~beginning in December 2021~~, an employee may make an irrevocable election to cash out up to one hundred and twenty (120) hours of accrued General Leave which will be earned in the following calendar year at the employee's base rate of pay. The employee can elect to receive pay up to sixty (60) hours of General Leave in the pay period that includes July 15. The employee shall receive any remaining General Leave cash out to which they irrevocably elected to cash out in the pay period that includes December

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1. However, if the employee's General Leave balance is less than the amount the employee elected to cash out (in the prior calendar year), the employee will receive pay for the amount of leave the employee has accrued at the time of the cash out.

7. Transfer of the Value of General Leave at Separation – At the time of separation, the value of any unused earned General Leave (earned up to the last day of employment) will be transferred to either the employee's deferred compensation account (up to the maximum permitted by law) or to the qualified medical retirement trust program on a pre-tax basis. The value of the each hour of General Leave will be the employee's base rate of pay at separation. The employee must make the election for the transfer (either deferred compensation or the qualified medical retirement trust program) no later than the pay period prior to the employee's last day of employment. If no election is made, all unused earned General Leave will be transferred to the qualified medical retirement trust program upon separation. If the employee elects to place some of the General Leave into their deferred compensation account or reaches the maximum annual deferral into their deferred compensation account, the remaining amount will be transferred to the qualified medical retirement trust program.

~~C. Police Lieutenant Sick Leave (Probationary Period)~~

~~For employees promoted prior to the City Council's approval of this 2021-23 MOU, effective from the date of appointment to the rank of Police Lieutenant until the last day of the pay period in which the employee completes a one (1) calendar year probationary period, the employee shall be eligible to receive a maximum of sixty (60) calendar days paid sick leave per incident or illness. This leave does not accrue or accumulate beyond the one (1) year period. This probationary period Sick Leave may not be cashed out or used after completion of the one (1) year probationary period. Any employees hired or promoted to Lieutenant after the City Council's approval of this MOU do not qualify for this sick leave. This paragraph shall sunset when the two Lieutenants on probation at the time of the City Council approval of this 2021-23 MOU complete their probationary period.~~

D.C. Leave Benefit Entitlements

The City will provide family and medical care leave for eligible employees that meet all requirements of State and Federal law. Rights and obligations are set forth in the Department of Labor Regulations implementing the Family Medical Leave Act (FMLA), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA).

The City shall comply with all State and Federal leave benefit entitlement laws. An employee on an approved leave shall be allowed to use earned Sick Leave, General Leave, and/or Exempt Compensatory Time for serious and non-serious family or personal health issues.

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E.D. Voluntary Catastrophic Leave Donation Program

Under certain conditions, employees may donate leave time to another employee in need. The program is outlined in Exhibit D of this MOU.

ARTICLE X -- SICK LEAVE PAY OUT

- A. Employees who still have previously earned sick leave shall be entitled to the following Sick Leave cash out plan:

Upon termination, all employees shall be paid at their then current base rate of pay, for twenty-five percent (25%) of unused, earned Sick Leave to four hundred eighty hours (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.

- B. No employee shall be paid at termination for more than seven hundred twenty (720) hours of unused, accumulated sick leave.

ARTICLE XI -- HOLIDAYS

A. City Paid Holidays

The City shall provide the following paid holidays in a calendar year:

1. New Year's Day (January 1)
2. Martin Luther King Day (third Monday in January)
3. Washington's Birthday (third Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (first Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (fourth Thursday in November)
9. The Friday after Thanksgiving
10. Christmas Day (December 25)

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

~~B. Holiday Compensation – Effective Until December 31, 2021~~

~~Compensation for holidays shall be provided as follows (see examples):~~

- ~~1. Employees shall be compensated for the date of the actual holiday when the holiday does not fall on the day recognized by the City.~~

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- ~~2. If the holiday designated above falls on an employee's regularly scheduled workday, the employee will receive the day off and receive pay for their regularly scheduled workday.~~

~~Example:~~

~~Work Work Work Holiday = Work 30 hours & compensated for 40
10 10 10 10~~

- ~~3. If the holiday designated above falls on an employee's regularly scheduled day off, the employee will be compensated with eight (8) hours of Exempt Compensatory Time or the employee may elect to receive eight (8) hours of pay.~~

~~Example:~~

~~Work Work Work Work Holiday = Work 40 hours & compensated
for 48
10 10 10 10 8~~

- ~~4. Employees who are required to work on an actual holiday designated above shall be compensated at the rate of one and one half (1 ½) hours for each hour worked in the form of pay or Exempt Compensatory Time in addition to B2 or B3 above.~~

~~Example if Holiday falls on scheduled day off:~~

~~Work Work Work Work Work the Holiday = Work 40 hours &
compensated for 63
10 10 10 10 10 @ 1.5 = 15 hrs + 8 (Holiday)~~

~~Example if Holiday falls on scheduled workday:~~

~~Work Work Work Work the Holiday = Work 40 hours &
compensated for 53
10 10 10 10 @ 1.5 = 15 hrs + 8 (Holiday)~~

- ~~C. All holiday pay shall be reported as Shift Differential Pay when required in accordance with CALPERS law. Holiday Shift Differential Pay is available to all members of the HBPMA that are required to work a recognized holiday.~~

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- ~~1. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) Shift Differential.~~

~~These subsections B and C shall sunset on December 31, 2021 and subsection D below shall apply on January 1, 2022.~~

D. Holiday in Lieu Pay – Effective January 1, 2022

Employees earn holiday in lieu pay. This means that employees shall be required to work on all holidays unless they use another form of leave (e.g., General Leave) to take the day off on a holiday. Employees shall be paid each biweekly payroll one twenty-sixth (1/26) of the total one hundred and twenty (120) holiday hours earned for the year.

Employees who are required to work on a recognized City holiday shall receive Holiday Pay in addition to the Holiday In-Lieu Pay set forth above equal to fifty percent (50%) of their regular rate of pay for all time actually worked from 12:00 a.m. through 11:59 p.m. on the recognized holiday.

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) and Section 571.1(b)(4) Holiday Pay.

ARTICLE XII – WORK SCHEDULE/ EXEMPT COMPENSATORY TIME AND EXECUTIVE LEAVE

A. Work Schedule

1. 4-10 Plan

Unless designated elsewhere, unit employees are entitled to work four (4) consecutive days per week, ten (10) hours each day, meal times to be included during the ten (10) hour shift, with three (3) consecutive days off.

2. 7-11.5 Plan

The “7-11.5” work schedule will be implemented for designated employees of the Patrol Bureau only and shall consist of a fourteen (14) day work period.

a. Workday

A workday for employees assigned to the 7-11.5 work schedule will consist of eleven (11) hours and twenty-five (25) minutes of work, meal times to be included in the shift.

b. Work Period

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For those employees working eleven (11) hours and twenty-five (25) minutes a day, the “work period” will consist of two (2) consecutive weeks with three (3) consecutive shifts of eleven (11) hours and twenty-five (25) minutes in one (1) week and four (4) consecutive shifts of eleven (11) hours and twenty-five (25) minutes in the second week. The total hours of these two (2) consecutive weeks shall be considered equaling eighty (80) hours. The two (2) week cycle then repeats itself.

B. Deductions from Pay, Exempt Compensatory Time and Executive Leave

Employees are considered ‘exempt’ as defined by the Fair Labor Standards Act (FLSA) as such, deductions from pay may be limited in certain circumstances. However, deductions from pay may be provided in 29.C.F.R. 541.602(b) including unpaid disciplinary suspensions of one or more full days imposed in good faith for violating workplace conduct rules. Such suspension shall be made pursuant to written policy applicable to all employees.

An employee is eligible for Exempt Compensatory Time as follows:

1. When such employees are required to fill a full, or partial work shift that is not part of the employee's regular work schedule. Partial shift shall mean five (5) hours or more of a work shift. In such an instance, the employee may be compensated at the rate of one and one-half (1 ½) hours for each hour worked in the form of pay or Exempt Compensatory Time (i.e. non FLSA Exempt Compensatory Time). Such time shall not accrue in excess of one hundred sixty (160) hours.

2. Cash Out of Compensatory Time Off - Twice each year, employees may, at their option, be paid for their compensatory time off. Payment when requested under this section shall be at the employee's regular rate of pay in effect at the time the request is made.

On or before the beginning of the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out accrued compensatory time off which will be earned in the following calendar year. The employee can elect to receive cash for their accrued compensatory time off up to two times per calendar year, and in a cumulative amount not to exceed the number of hours the employee irrevocably elected to cash out in the prior year. However, if the employee's compensatory time off leave balance in the pay period containing December 15th is less than (the balance of) the total amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. Compensatory time off which is cashed out will be paid at the employee's regular rate of pay.

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C. Executive Leave

Employees are entitled to seventy (70) hours of Executive Leave per calendar year. Unused Executive Leave shall not carry over to the next calendar year.

ARTICLE XIII -- SPECIAL PAY

- A. Advanced POST Certificate —~~Effective on the first day of the pay period including July 1, 2021~~— Upon verification of having earned an Advanced POST Certificate, ~~effective June 24, 2023~~, an employee shall be paid ~~eight six~~ percent (~~86~~%) of their base hourly rate of pay.

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) and Section 571.1(b)(2) Peace Officer Standard Training (POST) Certificate Pay.

- B. Educational Incentive Pay —~~Effective on the first day of the pay period including July 1, 2021~~— Upon earning a BA/BS Degree, an employee shall be paid six percent (6%) of their base hourly rate of pay.

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) and Section 571.1(b)(2) Educational Incentive Pay.

- C. ~~Executive Development~~ Incentive Program: Executive Development
An employee who completes one of the following shall receive five percent (5%) of their base hourly rate of pay:

1. The FBI National Academy; or
2. The POST Command College; or
3. The California Police Chief's Executive Leadership Institute at Drucker School of Management AND possession of a Master's Degree AND two (2) years' management experience; or
- 2-4. Any member having a minimum of two years' experience in the position of Lieutenant and/or Captain who have attained a Master's degree and complete a department-approved leadership course.

In the event that one of the executive development programs becomes unavailable to the Association, or new program(s) becomes available, the City and the Association agree the Chief of Police will substitute/add an appropriate program(s).

The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) and Section 571.1(b)(2) Educational Incentive Pay.

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D. Longevity Pay:

1. Members of this unit with a minimum of 3 years tenure as a sworn employee with the Huntington Beach Police Department immediately preceding the appointment to a PMA position and with 10+ years of sworn law enforcement experience, but fewer than 20 years of sworn law enforcement experience shall receive a total of five percent (5%) longevity pay.
2. Effective June 24, 2023, Mmembers of this unit with a minimum of 3 years tenure as a sworn employee with the Huntington Beach Police Department immediately preceding the appointment to a PMA position and with 20+ years of sworn law enforcement experience shall receive a total of sixteeneleven percent (164%) longevity pay.
 - i. There shall be no pyramiding of this special pay. Unit members may only receive one (1) longevity pay under this provision, either five percent (5%) or eleven sixteen percent (164%), but not both.
3. Only sworn law enforcement experience as defined by California Penal Code Sections 830.1 and 830.2 or the out-of-state equivalent as determined by the Chief of Police shall be included as qualified sworn law enforcement experience in the calculation of longevity.
4. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1) and Section 571.1(b)(1) Longevity Pay.

E-D. Acting Assignment:

1. When a member of this unit ~~in the classification of Lieutenant~~ is assigned by the Chief of Police to work as Captain in a position of higher classification or pay range for a continuous period of twenty eight (28) or more calendar days, they shall retroactively be compensated "acting" pay in the amount of ten percent (10%) for all time worked in the acting ~~assignment~~assignment, beginning from the first day assigned. The assigned employee must submit a memorandum to the Chief of Police indicating the date of assignment and hours assigned before compensation can be paid.~~additional acting pay shall become effective upon the determination by the Police Chief.~~
2. ~~When a member of this unit in the classification of Captain is assigned by the Chief of Police or the City Manager to work as the acting or interim Chief of Police for a continuous period of twenty eight (28) or more calendar days, they shall be compensated "acting" pay in the amount of 10% for all time worked in the acting assignment. The additional acting pay shall become effective upon the determination by the Police Chief or City Manager.~~

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2. Nothing in this section shall limit the Chief of Police, to assign employees temporarily to a position of higher classification for a period of less than twenty-eight (28) days for operational needs.

3. The parties agree, to the extent permitted by law, the compensation in this section is special compensation for classic members and shall be reported as such pursuant to Title 2 CCR 571 (a) 3 Temporary Upgrade Pay.

~~The treatment of any special pay under this provision as "pensionable compensation" shall be subject to CalPERS regulations. Where there is any conflict between the City's treatment of any special pay and CalPERS, CalPERS' determination shall prevail.~~

ARTICLE XIV-- MANAGEMENT RIGHTS

The City and the Chief of Police retain all rights, powers and authority to manage and direct the performance of police services and the workforce, except as modified by the Memorandum of Understanding.

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 or the Chief of Police the right to make unilateral changes in wages, hours and terms and conditions of employment.

The parties agree that the City has the right to unilaterally make decisions on all matters that are outside the scope of bargaining. Such matters include, but are not limited to, consideration of the merits, necessity, level or organization of police services, staffing requirements, extra duty assignments, number and location of work stations, nature of work to be performed, contracting for any work or operation, reasonable employee performance standards, reasonable work and safety rules and regulations.

ARTICLE XV- MISCELLANEOUS PROVISIONS

A. Employer-Employee Relations Resolution (EERR)

1. The following amendments to the EERR shall apply:

a. Modification of Section 7 – Decertification and Modification

i. 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 their 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. This provision

POLICE MANAGEMENT ASSOCIATION

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.

- ii. The City and the Association have agreed to a procedure whereby the City, by and through the Human Resources Director, 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's having completed its obligation to meet and confer on this issue with all other bargaining units.
- iii. 7-3 Human Resources Director's Motion of Unit Modification – The Human Resources Director may propose during the same period for filing a Petition for Decertification that an established unit be modified in accordance with the following procedure:
- iv. The Human Resources Director shall give written notice of the proposed Unit Modification to all employee organizations that may be affected by the proposed change. Said written notification shall contain the Human Resources Director's rationale for the proposed change including all information which justifies the change pursuant to the criteria established in Section 6-5 for Appropriateness of Units. Additionally, the Human Resources Director shall provide all affected employee organizations with all correspondence, memoranda, and other documents, which relate to any input regarding the Unit Modification which may have been received by the City or from affected employees and/or sent by the City to affected employees;
- v. Following receipt of the Human Resources Director's Proposal for Unit Modification any affected employee organization shall be afforded not less than thirty (30) days to receive input from its members regarding the proposed change and to formulate a written and/or oral response to the Motion for Unit Modification to the Personnel Commission;
- vi. The Personnel Commission shall conduct a noticed Public Hearing regarding the Motion for Unit Modification at which time all affected employee organizations and other interested parties shall be heard. The Personnel Commission shall make a determination regarding the proposed Unit Modification which determination may include a- granting of the motion, a denying of the motion, or other appropriate orders relating to the appropriate creation of Bargaining Units. Following the Personnel Commission's determination of the composition of the appropriate Unit or Units, it shall give written notice of such determination to all affected employee organizations;

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vii. Any party who chooses to appeal the decision of the Personnel Commission is entitled to appeal in accordance with the provision of Section 14-4 of Resolution Number 3335.

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

B. Weapons Vesting

Employees assigned a weapon shall be vested with ten percent (10%) ownership per year so that ten (10) years after assignment of the weapon to the employee, they shall be fully vested with ownership.

C. Association Business

An allowance of fifty (50) hours per year shall be established for the purpose of allowing authorized representatives of the Association to represent members in their employment relations.

D. Collection of Payroll Over Payments

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

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 over payments 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 Administrator or designee and as adopted by the City Council. Unauthorized compensation payments shall not constitute a past practice.

E. Direct Deposit

All employees are required to utilize direct deposit of payroll checks.

F. Administrative Appeal Procedure

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In compliance with Government Code 3304(b), the Administrative Appeal Procedure for all Public Safety Officers is referenced in Exhibit C of this MOU.

G. Grievance Hearing Cost Sharing

Grievance hearing costs shall be paid equally by the City and the Association. The parties agree that under no circumstances shall the grievant(s) be required to pay any part of the grievance hearing costs.

H. Alternative Dispute Resolution Agreement

The ADR agreement between the City and PMA as executed on March 7, 2013, is herein referenced as Exhibit E.

ARTICLE XVI -- TERM OF MEMORANDUM OF UNDERSTANDING (MOU)

This MOU shall be in effect for a term commencing on July 1, 202~~3~~⁴ through ~~June~~~~December~~ 30~~4~~¹, 202~~6~~³. Except as expressly provided herein, no further improvements or changes in the salaries and monetary benefits of the employees shall take effect during the term of this Agreement unless agreed upon by the City and the Association.

It is understood that the parties may agree to meet and confer regarding non-monetary matters such as Personnel Rule changes. Any matters agreed upon resulting from such meeting and conferring will be the subject of a separate addendum to this Agreement.

This MOU constitutes the entire agreement of the parties as to the changes in wages, hours, and other terms and conditions of employment of employees covered hereunder for the term hereof.

POLICE MANAGEMENT ASSOCIATION

ARTICLE XVII – CITY COUNCIL APPROVAL

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this ____ day of _____, 202~~3~~⁴

CITY OF HUNTINGTON BEACH

HUNTINGTON BEACH
POLICE MANAGEMENT ASSOCIATION

By: _____
~~Oliver Chi~~Al Zelinka
City Manager

By: _____
Kevin Johnson
PMA President

By: _____
Travis Hopkins
Assistant City Manager

By: _____
~~Brian Smith~~Bo Svendsbo
PMA Vice President

By: _____
~~Brittany Mello~~Theresa St. Peter
~~Interim Administrative Services Director~~
Interim Human Resources Director

APPROVED AS TO FORM:

By: _____
Michael E. Gates
City Attorney

POLICE MANAGEMENT ASSOCIATION

LIST OF EXHIBITS

EXHIBIT A	SALARY SCHEDULE
EXHIBIT B	SERVICE CREDIT SUBSIDY PLAN
EXHIBIT C	ADMINISTRATIVE APPEAL PROCEDURE
EXHIBIT D	VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM
EXHIBIT E	ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

**POLICE MANAGEMENT ASSOCIATION
EXHIBIT A – SALARY SCHEDULE**

~~Effective the Beginning of the Pay Period Including July 1, 2021~~

Job No	Job Description	Range	A	B	C	D	E	F	G
234	Police Lieutenant	237	58.63	61.56	64.64	67.87	71.27	74.83	78.57
233	Police Captain	250	66.73	70.06	73.57	77.24	81.11	85.16	89.42

Effective the
Beginning of the Pay
Period Including July
1, 2023

<u>Job No</u>	<u>Job Description</u>	<u>Range</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<u>234</u>	<u>Police Lieutenant</u>	<u>237</u>	<u>61.56</u>	<u>64.64</u>	<u>67.87</u>	<u>71.27</u>	<u>74.83</u>	<u>78.57</u>	<u>82.50</u>
<u>233</u>	<u>Police Captain</u>	<u>250</u>	<u>70.06</u>	<u>73.57</u>	<u>77.24</u>	<u>81.11</u>	<u>85.16</u>	<u>89.42</u>	<u>93.89</u>

Effective the Beginning of
the Pay Period Including
July 1, 2024

<u>Job No</u>	<u>Job Description</u>	<u>Range</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<u>234</u>	<u>Police Lieutenant</u>	<u>237</u>	<u>64.64</u>	<u>67.87</u>	<u>71.27</u>	<u>74.83</u>	<u>78.57</u>	<u>82.50</u>	<u>86.62</u>
<u>233</u>	<u>Police Captain</u>	<u>250</u>	<u>73.57</u>	<u>77.24</u>	<u>81.11</u>	<u>85.16</u>	<u>89.42</u>	<u>93.89</u>	<u>98.59</u>

Effective the
Beginning of the Pay
Period Including July
1, 2025

<u>Job No</u>	<u>Job Description</u>	<u>Range</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
<u>234</u>	<u>Police Lieutenant</u>	<u>237</u>	<u>67.87</u>	<u>71.27</u>	<u>74.83</u>	<u>78.57</u>	<u>82.50</u>	<u>86.62</u>	<u>90.95</u>
<u>233</u>	<u>Police Captain</u>	<u>250</u>	<u>77.24</u>	<u>81.11</u>	<u>85.16</u>	<u>89.42</u>	<u>93.89</u>	<u>98.59</u>	<u>103.51</u>

**POLICE MANAGEMENT ASSOCIATION
EXHIBIT B – SERVICE CREDIT SUBSIDY PLAN**

An employee who has retired from the City and meets the plan participation requirements shall receive a monthly Service Credit Subsidy to reimburse the retiree for the payment of qualified medical expenses incurred for the purchase of medical insurance.

Plan Participation Requirements

1. At the time of retirement the employee has a minimum of ten (10) years of continuous regular (permanent) City service or is granted an industrial disability retirement; and
2. At the time of retirement, the employee is employed by the City; and
3. Following official separation from the City, the employee is granted a retirement allowance by the California Public Employees' Retirement System (CalPERS).

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

- a. 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 Service Credit Subsidy may be adjusted downward or eliminated.
 - b. In the event of the death of an eligible employee, whether retired or not, the amount of the Service Credit Subsidy benefit which the deceased employee was eligible for at the time of their death shall be paid to the surviving spouse or dependent for a period not to exceed twelve (12) months from the date of death.
4. Minimum Eligibility for Benefits

With the exception of an industrial disability retirement, eligibility for Service Credit Subsidy begins after an employee has completed ten (10) years of continuous regular (permanent) 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.

To receive the Service Credit Subsidy, retirees are required to purchase medical insurance from City sponsored plans. The City shall have the right to require any retiree (annuitant) to annually certify that the retiree is purchasing medical insurance benefits.

**POLICE MANAGEMENT ASSOCIATION
EXHIBIT B – SERVICE CREDIT SUBSIDY PLAN**

5. 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 dollars (\$120). Payments shall be in accordance with the stipulations and conditions, which exist for all retirees.

6. Service Credit Subsidy

Payment shall not exceed the dollar amount, which is equal to the qualified medical expenses incurred for the purchase of City sponsored medical insurance.

7. Maximum Monthly Service Credit Subsidy Payments

All retirees, including those retired as a result of disability whose number of years of service prior to retirement exceeds ten (10), continuous years of regular (permanent) service, shall be entitled to maximum monthly Service Credit Subsidy by the City for each year of completed City service as follows:

Maximum Service Credit Subsidy Retirements After:

Years of Service	Service Credit 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

The Service Credit Subsidy will be reduced every January 1st by an amount equal to any required amount to be paid by the City on behalf of the retiree (annuitant). Article IV.A.4.a. provides an example of expected reductions per retiree per month.

**POLICE MANAGEMENT ASSOCIATION
EXHIBIT B – SERVICE CREDIT SUBSIDY PLAN**

8. Medicare:

- a. All persons are eligible for Medicare coverage at age sixty-five (65). Those with sufficient credited quarters of Social Security will receive Part A of Medicare at no cost. Those without sufficient credited quarters are still eligible for Medicare at age sixty-five (65), but will have to pay for Part A of Medicare if the individual elects to take Medicare. In all cases, the participant pays for Part B of Medicare.
- b. When a retiree and their spouse are both sixty-five (65) or over, and neither is eligible for paid Part A of Medicare, the Service Credit Subsidy shall pay for Part A for each of them or the maximum subsidy, whichever is less.
- c. 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 of Medicare, 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.

9. Cancellation:

- a. For retirees/dependents eligible for paid Part A of Medicare, the following cancellation provisions apply:
 - i. Coverage for a retiree under the Service Credit Subsidy Plan will be eliminated on the first day of the month in which the retiree reaches age sixty-five (65).
 - ii. 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 Service Credit Subsidy Plan will be eliminated.

POLICE MANAGEMENT ASSOCIATION
EXHIBIT C –ADMINISTRATIVE APPEAL PROCEDURE

1. Authority

- a. Personnel Rule 20 of the existing City Personnel Rules provides an administrative procedure for appealing any discipline that involves a loss in pay. Rule 20 applies to all permanent City employees.
- b. Government Code Section 3304(b) allows that an appeal procedure be made available to all “Public Safety Officers” (as defined at Government Code § 3301) for the following “punitive actions:” (i) official reprimands; (ii) punitive transfers that do not involve a loss of pay, and (iii) non-punitive transfers that does result in a loss of pay. Such actions will be collectively referred to as an “Action.” Case law allows such an appeal procedure to be more limited than afforded under Rule 20.
- c. This administrative appeal procedure is intended to establish the Administrative Arbitration Panel to hear appeals from Public Safety Officers. This administrative appeal procedure only applies to an “Action” as defined above in “b.” It does not apply to a non-punitive transfer imposed on a Public Safety Officer that does not result in a loss of pay. (Government Code §3304(b)).

2. Administrative Arbitration Panel

- a. Appeals will be heard by a neutral fact finding group of three (3) City employees.
- b. Only active full-time employees of the City of Huntington Beach Police Department may serve on the Administrative Arbitration Panel. The Panel is comprised of one (1) employee selected by the Association one (1) employee selected by the Chief of Police, and the third employee selected by mutual agreement between the first two (2) Panel members. If no agreement can be reached, the “strike-out” process will be used to select the third Panel member, with the Association and the Chief each submitting four (4) names for consideration. A coin toss will determine the party striking first with the Association reserving the right to call the coin or defer.
- c. The panel member selected by the Chief of Police, the Association and the panel member selected by the Chief of Police and the Association shall each select one (1) alternate to the Panel to serve in place of a Panel member who has direct involvement in the punitive action or is a party to the issue.
- d. A Panel member will serve one (1) year.
- e. If the Panel member selected to serve on an Administrative Arbitration Panel has direct involvement in the punitive action or is a party to the issue, they will be replaced by the alternate.

POLICE MANAGEMENT ASSOCIATION
EXHIBIT C –ADMINISTRATIVE APPEAL PROCEDURE

3. Appeal Notice

- a. An appealing Officer has five (5) calendar days from date of receipt of an “Action” to file a written appeal with the Chief of Police; otherwise, the “Action” shall stand as issued with no further rights to appeal.
- b. If an Officer chooses not to appeal an “Action,” they may submit a written rebuttal within thirty (30) days from date of receiving the “Action.” The written rebuttal will be filed with the “Action” in the Officer’s official personnel file.

4. Scheduling of Hearing

Upon receipt of the written appeal notice, the Chief of Police is required to immediately request the Administrative Arbitration Panel to convene for a hearing. The Administrative Arbitration Panel is required to convene within thirty (30) days of receiving notice from the Chief of Police.

5. Hearing Procedure

- a. All hearings shall be closed to the public unless the disciplined Officer requests a public hearing.
- b. All hearings shall be tape-recorded and may be transcribed.
- c. The Administrative Arbitration Panel shall hear testimony from the appealing Officer and the Department (specifically, the Officer who investigated the conduct that led to the Written Reprimand). Testimony shall not exceed one (1) hour from each side and an additional fifteen (15) minutes shall be given to each for rebuttal. The Department shall be heard first.
- d. If an appealing Officer wishes to submit a written argument in lieu of oral testimony, the Officer may do so provided that the opposing party is notified. The written testimony may not exceed one thousand five hundred (1,500) words. The written testimony must be submitted to the Administrative Arbitration Panel and the Chief of Police by no later than three (3) days in advance of the scheduled hearing.
- e. There is no right to sworn testimony, subpoenas, cross-examination or representation by third parties, including attorneys, at the hearing.
- f. In all “Actions” involving punitive discipline, the burden of proof shall be on the Department to show by a preponderance of the evidence that just cause exists for imposing discipline. In all non-punitive “Actions” (e.g., a non-punitive transfer that results in a loss of pay), the burden of proof shall be on the Department to show by a preponderance of the evidence that reasonable grounds exist for the transfer.

POLICE MANAGEMENT ASSOCIATION
EXHIBIT C –ADMINISTRATIVE APPEAL PROCEDURE

6. Rendering of Decision by the Administrative Arbitration Panel

- a. At the conclusion of the hearing, the Administrative Arbitration Panel shall deliberate in closed session.
- b. The decision of the Administrative Arbitration Panel is binding with no further rights to appeal.
- c. The decision of the Administrative Arbitration Panel must be issued in writing to the appealing Officer within seven (7) calendar days from the conclusion of the hearing.
- d. The member of the Administrative Arbitration Panel who was selected by the Association and the Chief of Police shall be responsible for preparing and distributing the decision with a copy to both parties.
- e. The decision shall include the following:
 - Sustained (“Action” stands)
 - Not Sustained (“Action” does not stand)
- f. In the event an Officer’s “Action” is Sustained, the Officer may, within five (5) calendar days from the date of the Administrative Arbitration Panel’s decision, file a written rebuttal. The written rebuttal will be filed with the “Action” in the employee’s official personnel file, along with the tape recording of the hearing.

POLICE MANAGEMENT ASSOCIATION
EXHIBIT D - VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM

Voluntary Catastrophic Leave Donation Program Guidelines

1. Purpose

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

2. Definitions

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

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

3. Eligible Leave

Accrued Exempt Compensatory Time, Vacation, or General Leave hours may be donated. The minimum donation an employee may make is two (2) hours and the maximum is forty (40) hours.

4. Eligibility

Permanent employees who accrue Vacation or General Leave may donate such hours to eligible recipients. Exempt Compensatory Time accrued may also be donated. An eligible recipient is an employee who:

- Accrues Vacation or General Leave;
- Is not eligible for receiving disability benefits or Workers' Compensation payments; and
- Requests donated leave.

5. Transfer of Leave

The maximum donation credited to a recipient's leave account shall be the amount necessary to ensure continuation of the employee's salary during the employee's period of approved catastrophic leave. Donations will be voluntary, confidential and irrevocable. Hours donated will be converted into a dollar amount based on the hourly wage of the donor. The dollar amount will then be converted into accrued hours based on the recipient's hourly wage.

An employee needing leave will complete a Leave Request Form and submit it to the Department Director for approval. The Department Director will forward the

POLICE MANAGEMENT ASSOCIATION
EXHIBIT D - VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM

form to Human Resources for processing. Human Resources, working with the department, will send out the request for leave donations.

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

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

6. Other

Please contact the Human Resources Department on questions regarding staff participation in this program.

**POLICE MANAGEMENT ASSOCIATION
EXHIBIT D - VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM**

**Voluntary Catastrophic Leave Donation Program
Leave Request Form**

Requestor, Please Complete

According to the provisions of the Voluntary Catastrophic Leave Donation Program, I hereby request donated Vacation, General Leave or Exempt 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 of Support:	Date:
Human Resources Department Use Only	
End donation date will bridge to:	End donation date:
<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	
Human Resources Director Signature:	Date signed:

Please return this form to the Human Resources Office for processing.

**POLICE MANAGEMENT ASSOCIATION
EXHIBIT D - VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM**

**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	Number of Hours I wish to Donate: _____ Hours of Vacation _____ Hours of Exempt Compensatory Time _____ Hours of General Leave

I understand that this voluntary donation of leave credits, once processed, is irrevocable; but if not needed, the donation will be returned to me. I also understand that this donation will remain confidential.

I wish to donate my accrued Vacation, Exempt Compensatory Time or General Leave hours to the Leave Donation Program for:

Eligible recipient employee's name (Last, First, MI):	
Donor Signature:	Date:

Please submit to Payroll in the Finance Department.

EXHIBIT E – ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND THE POLICE MANAGEMENT ASSOCIATION

This Labor Management Alternate Dispute Resolution Agreement (“Agreement”) entered into by and between the City of Huntington Beach (“City”) and the Police Management Association (“PMA”) is created pursuant to California Labor Code Section 3201.7(a)(3)(c).

Nothing in this Agreement diminishes the entitlement of an employee to compensation payments for total or partial disability, temporary disability, or medical treatment fully paid by the employer as otherwise provided in Division 4 of the Labor Code. Nothing in this Agreement denies to any employee the right to representation by counsel at all stages during the alternative dispute resolution process.

Article I. Purpose

The purposes of this Agreement are:

1. To provide active employees claiming compensable injuries under Division 4 of the California Labor Code (“Workers’ Compensation Law”) with an expedited procedure to resolve medical disputes in accordance with Article IV, Section D of this Agreement to facilitate their prompt return to work at either full duties or a transitional duty assignment;
2. To provide retirees claiming a presumptive injury as defined by California Labor Code (hereinafter “Labor Code”) section 3212 et seq. with an expedited procedure to resolve medical disputes in accordance with Article IV, Section D of the Agreement;
3. To reduce the number and severity of disputes between the City and covered employees, when those disputes relate to workers’ compensation; and
4. To provide workers’ compensation coverage in a way that improves labor management relations, improves organizational effectiveness, and reduces costs to the City.

These purposes will be achieved by utilizing an exclusive list of medical providers to be the sole and exclusive source of medical evaluations for disputed issues surrounding covered employees in accordance with California Labor Code Section 3201.7©.

Now, therefore, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

Article II. Term of Agreement

EXHIBIT E – ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

The City and PMA enter into this Agreement with the understanding that the law authorizing this Agreement is new, untested and evolving. The parties further understand that this Agreement governs a pilot program and that it will become effective after it is executed by the parties, submitted to the Administrative Director of the State of California, Department of Industrial Relations, Division of Workers' Compensation in accordance with Title 8, California Code of Regulations, Section 10202(d), and accepted by the Administrative Director as evidenced by the Director's letter to the parties indicating approval of the Agreement. ~~This Agreement shall be in effect for eighteen (18) months from the date of the implementation of the program. Thereafter, it shall be reviewed and, if found to be effective will continue and remain in force from year to year unless terminated by either party.~~ Any claim arising from an industrial injury sustained before the termination of this Agreement shall continue to be covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved. Any medical issue resolved under this Agreement shall be final and binding.

The parties reserve the right to terminate this Agreement at any time ~~for good cause~~, by mutual agreement or by act of the legislature. The terminating party must give thirty (30) days written notice to the other party. The parties agree to meet and confer in good faith to try and resolve the issues underlying the termination during the thirty day period prior to the termination of the Agreement. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the California law to the same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

Article III. Scope of Agreement

- A. This Agreement applies only to injuries, as defined by Workers' Compensation Law, claims by 1) active employees; 2) retirees who claim a presumptive injury as defined by California Labor Code Section 3212 et seq.; and 3) active employees who file a claim and subsequently retire before the claim is resolved. Retirees who filed claims while they were active employees are covered under this Agreement only for the purposes of petitions to reopen a pre-existing claim unless covered under A(2). This Agreement does not apply to any other retired employees. This Agreement does not cover post-retirement amendments to active claims.
- B. Employees who are covered under this Agreement remain covered during the entire period of active employment.
- C. Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.
- D. This Agreement is restricted to establishing an exclusive list of medical providers to be used for medical dispute resolution for the above-covered employees in accordance with California Labor Code Section 3201.7(c).

Article IV. Medical Provider

EXHIBIT E – ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

- A. This Agreement does not constitute a Medical Provider Network (“MPN”). Physicians who act as a covered employee’s independent medical examiner (“IME”) under this Agreement shall not act as the same employee’s treating physician even if the physician has been pre-designated as the employee’s treating physician, unless otherwise mutually agreed by the parties. Pre-designation of a physician must comply with the requirements set forth in Labor Code section 4600(d)(1).
- B. All employees with a disputed medical issue as described below in Section D must be evaluated by an approved physician from the exclusive list of approved medical providers. Said physician will serve as an IME. If the IME needs the opinion of a different specialist, the IME shall refer the employee to a physician of the IME’s choice even if that doctor is not on the approved list. The exclusive list of approved medical providers will be established when the Agreement has been approved by all parties.
- C. The exclusive lists of approved medical providers shall include the specialties as agreed upon by the parties.
- D. An IME shall be used for all medical disputes that arise in connection with a workers’ compensation claim including but not limited to determination of causation, the nature and extent of an injury, the nature and extent of permanent disability and apportionment, work restrictions, ability to return to work, including transitional duty, future medical care, and resolution of all disputes arising from utilization review, including need for spinal surgery pursuant to Labor Code section 4062(b). The parties will use the originally chosen IME for all subsequent disputes under this Agreement. In the event that said IME is no longer available, then the parties shall utilize the next specialist on the list pursuant to Article IV G d (below). The IME process will begin when either party gives the other written notice of an objection. Objections from the City will be sent to the employee with a copy to the employee’s legal representative if represented and a copy to PMA. Objections from the employee or employee’s legal representative will be sent to the employee’s assigned Claims Examiner with a copy to the Claims Manager. Objections will be sent within thirty days of receipt of a medical report or a utilization review decision. A letter delaying decision of the claim automatically creates a dispute. A subsequent acceptance of the claim and/or resolution of the dispute issue eliminates the need for completion of the dispute resolution process set forth in this Agreement.
- E. The exclusive list of approved medical providers shall serve as the exclusive source of medical-legal evaluations as well as all other disputed medical issues arising from a claimed injury.
- F. The parties hereby agree that from time to time the exclusive list of approved medical providers may be amended. For either party to add an IME to the exclusive list of medical providers, the party must provide notice, in writing, to the other party

EXHIBIT E – ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

of its intent to add a physician to the list. Absent a written objection to the other party within thirty (30) calendar days of receipt of the written proposal, the addition will be made. In the event there is an objection, the physician will not be added to the list. A physician may only be deleted from the exclusive list of medical providers if they breach the terms and conditions of the contract with the City or by mutual agreement of the parties.

G. Appointments

- a. The Claims section of the Workers' Compensation Division shall make appointment(s) with the IME within ten days of the date of the objection and/or notification of delay for employees covered under this Agreement.
- b. The employee shall be responsible for providing the Claims staff with their work schedule prior to an appointment being made so that appointments can be made during an employee's nonworking hours or the first or last hour of their workday. The amount of time allotted for hours spent at a physician's appointment during working hours will be subject to verification and will be allowed accordingly.
- c. Mileage reimbursement to covered employees shall be consistent with City policy and in accordance with Labor Code Section 4600 (e)(2) unless transportation is provided by the City.
- d. For purposes of appointments, the Claims staff will select the IME's by starting with the first name from the exclusive list of approved medical providers within the pertinent specialty, and continuing down the list, in order, until the list is exhausted, at which time the Claims staff will resume using the first name on the list.
- e. The City is not liable for the cost of any medical examination used to resolve the parties' disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement. Medical evaluations cannot be obtained outside of this Agreement for disputes covered by this Agreement.
- f. Both parties shall be bound by the opinions and recommendation of the IME selected in accordance with the terms of this Agreement.

Article V. Discovery

- A. Employees covered by this Agreement shall provide the Claims staff with fully executed medical, employment and financial releases and any other documents reasonably necessary for the City to resolve the employee's claim, when requested.
- B. The parties agree they have met and conferred on the language of the medical/financial/employment releases to be used under this Agreement. If said releases cause undue delay and/or unforeseen adverse impact(s) to the City

EXHIBIT E – ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

and/or the PMA and/or its members, then either party may request a meet and confer regarding said under delay and/or adverse impact(s). The parties shall meet and confer within 30 days of a party's request to meet and confer.

- C. Employees shall cooperate in providing a statement.
- D. This Agreement does not preclude a formal deposition of the applicant or the physician when necessary. Attorney's fees for employee depositions shall be covered by Labor Code section 5710. There will be no attorney's fees for doctor's depositions.

Article VI. General Provisions

- A. The Agreement constitutes the entire understanding of the parties and supersedes all other Agreements, oral or written, with respect to the subject matter in this Agreement.
- B. This Agreement shall be governed and construed pursuant to the laws of the State of California.
- C. This Agreement, including all attachments and exhibits, shall not be amended, nor any provisions waived, except in writing, signed by the parties which expressly refers to this Agreement.
- D. If any portion of this Agreement is found to be unenforceable or illegal the remaining portions shall remain in full force and effect.
- E. Notice required under this Agreement shall be provided to the parties as follows:
- F. In the event that there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees