

Tentative Agreement Between
The City of Huntington Beach
And the
Huntington Beach Police Officers' Association
January 24, 2019

Article #	Subject	Proposal
I	Term	October 1, 2017 – December 31, 2019
X	Retiree Medical	The current benefit of the City contributing \$100 per month will continue until December 31, 2019 on which day it will sunset unless the parties affirmatively negotiate to maintain or modify it.
X	Health and Other Insurance Benefits	<p>A modification to Article X.B.1.b to increase the monthly maximum employer contribution towards flex benefits as follows: effective the beginning of the pay period that includes February 1, 2019:</p> <p style="text-align: center;">Single - from \$699 to \$774; Two party - from \$1,399 to \$1,623 Family - from \$1,789 to \$2,076</p>
X(B)(4)	Medical/Vision Opt-Out	The rate at which MOU overtime (overtime which is in addition to that which is required by the FLSA per the City's 7(k) FLSA work period) is paid does not include any contributions to the City's benefit plans, including, but not limited to, the Medical/Vision Opt-Out as set forth in Article X, Section (B)(4).
XII(A)(6)	Vacation Conversion to Cash	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 up to eighty (80) hours of accrued vacation (in eight hour increments) which will be earned in the following calendar year at the employee's base rate of pay. By Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the 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.
XII(G)	Cash Out of Compensatory Time	<u>Cash Out of Compensatory Time Off</u> - Through the end of 2019, twice each year, employees may, at their option, be paid for their compensatory time off. Payment when requested under

		<p>this section shall be at the employee's regular rate of pay in effect at the time the request is made.</p> <p>Effective in calendar year 2020, on or before the beginning of the pay period which includes December 15 (starting in 2019) of each calendar year, an employee may make an irrevocable election to cash out (in ten (10) hour increments) 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.</p>
	<p>One Time Payment for the Purchase of Law Enforcement Related Equipment</p>	<p>Effective at the beginning of the pay period following City Council approval of this 2017-2019 MOU, all employees in the unit on that date will receive a one-time lump sum payment of one thousand two hundred dollars (\$1,200.00) which is to reimburse employees for the previous and future purchases of law enforcement related equipment. This payment will only be made to employees in the unit at the beginning of the pay period following City Council approval of this 2017-2019 MOU. The employees in the unit acknowledge that the reimbursement will be used solely for out of pocket costs they have and will incur for equipment related to their job. The parties agree and acknowledge that since this one time lump sum payment is specifically being made for the reimbursement of out of pocket costs of work related equipment, it is not special compensation (as defined under Title 2 Section 571 for classic member employees) and therefore will not be reported to CalPERS as compensation earnable. This payment will be made one time and the City is not obligated to make it again unless the parties affirmatively agree to such a payment in the future.</p>

Dispatch Issues:

- a. The MOU will be modified to provide that the work schedule of employees in the Communications Operator-PD and Communications Supervisor-PD classifications shall be a 3/12.5+5 schedule in which employees are scheduled to work three consecutive 12.5 hour shifts

each week, with one additional five hour shift each 14 days that is adjacent to the employee's first or last regularly scheduled shift of the week. Employees may arrange shift trades such that the employee's work one 10-hour day each 28 days. The effective date of the schedule change will be at the beginning of the next shift change (i.e., deployment). At the discretion of the Police Chief, the 3/12.5+5 work schedule may be terminated effective at the end of three deployments (scheduled for May 2020), provided notice of such termination is provided to the President of HBPOA in writing before February 12, 2020. If terminated, the affected employees shall revert to the previous 4/10 work schedule.

- b. The Administrative Dispatcher assignment will be for two years. The employee currently in the assignment will stay in the assignment for two years from her initial date of appointment
 - i. Future appointees will have the chance to apply by providing interest memos prior to expiration of the assignment. The City will post a notice for two weeks informing prospective appointees that during that two-week period they may submit their interest memos.
 - ii. If no person submits an interest memo, the current appointee can be reappointed for another one-year assignment. If that person no longer wishes to serve in the assignment, the Communications Manager has the discretion to keep the assignment vacant or to appoint another (i.e., a different person) Communications Supervisor to the assignment for one year.
 - iii. If one person (different from the current appointee) submits an interest memo, that person (not the current appointee) will be appointed to the assignment.
 - iv. If more than one person (different from the current appointee) submits an interest memo, there will be a selection process and the City reserves the right to select the appointee among those who submitted interest memos.
- c. The Communications Administrative Supervisor will not be above the Communications Supervisor in the Organizational Chart and will be reflected as follows in the Communications 1 Manual:

Communications Manager

Communications Supervisor

Communications Administrative Supervisor

Communications Operator

MOU clean-up language is agreed to and set forth in the track changed MOU to which the parties have agreed and will sign following Council approval of the MOU.

CITY OF HUNTINGTON BEACH
A Municipal Corporation

HUNTINGTON BEACH POLICE OFFICERS'
ASSOCIATION

By: 

Fred A. Wilson
City Manager

By: 

Yasha Nikitin
HBPOA President

By: _____
Peter Brown
Chief Negotiator

By: _____
Robert Wexler
Chief Negotiator

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