

POLICE OFFICERS' ASSOCIATION

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF HUNTINGTON BEACH

(Hereinafter called CITY)

And

THE HUNTINGTON BEACH POLICE OFFICERS' ASSOCIATION

(Hereinafter called ASSOCIATION or POA)

PREAMBLE

WHEREAS, the designated representatives of the City of Huntington Beach and the Huntington Beach Police Officers' Association 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 is made to become effective July 1, 2023³⁶, and it is agreed as follows:

ARTICLE I – TERM OF MOU

This Memorandum of Understanding (MOU) shall be in effect for a term commencing on July 1, 2023³⁶, and ending at 11:59 p.m. on June 30, 2026⁶⁹. Except as expressly provided herein, no further improvements or changes in the salaries and monetary benefits and other terms and conditions of employment of the employees represented by the Association shall take effect during the term of this agreement and the Association expressly waives any right to request any improvements or changes in salaries or monetary benefits and other terms and conditions of employment specifically provided herein for the employees represented in the unit. Provided, however, the City and Association shall, upon request, meet and confer to address issues not specifically covered by provisions of this MOU, and/or discussed during the meet and confer process immediately preceding the adoption of the current MOU.

ARTICLE II – REPRESENTATIONAL UNIT / CLASS

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

ARTICLE III – MANAGEMENT RIGHTS

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

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 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, overtime 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 IV – EXISTING CONDITIONS OF EMPLOYMENT

Except as expressly provided herein, the adoption of this MOU shall not change existing terms and conditions of employment that have been established in prior agreements between the City and the Association.

ARTICLE V – SEVERABILITY

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

ARTICLE VI – SALARY SCHEDULE

- A. Salary Schedule- Employees shall be compensated at hourly salary rates by classification title and salary range during the term of this agreement as set out in Exhibit A attached hereto and incorporated herein.

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Effective June 24~~0~~, 2023~~6~~, employees will receive a base salary increase of ~~five-eight~~ percent (~~85.0~~%).

Effective the pay period including July 1, 2024~~7~~, employees will receive a base salary increase of four percent (~~54.0~~%).

Effective the pay period including July 1, 2025~~8~~, employees will receive a base salary increase of five percent (5.0%).

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

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

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

ARTICLE VII- SPECIAL PAY

A. Educational Pay

1. Police Professional Development Plan

~~A.~~

- ~~1.~~ The Professional Development Plan for sworn personnel shall be as follows:

- a. College Degree Program

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- i. Upon earning an AA Degree or equivalent units in a degree program, an employee shall be paid three percent (3%) of base hourly rate of pay in addition to other compensation.
 - ii. Upon earning a BA/BS Degree, an employee shall be paid six percent (6%) of base hourly rate of pay in addition to other compensation. The pay is in lieu of pay received under sub-section (a)i above.
 - iii. College degrees or College units under this program shall conform to POST standards for accreditation as noted in POST Regulation 9070 (c)(1)(A) and (B).
 - iii-iv. Effective the pay period following City Council adoption of this MOU, the parties agree that if a pending student loan prevents an accredited university from producing a diploma related to an employee's completion of a AA/AS or BA/BS degree, acceptable documentation to process an employee's request for Educational Pay shall include an official letter from the accredited university confirming completion of requirements for the degree. This alternative approval method is only applicable to employees who complete their education during employment, and does not apply to new hires submitting proof of a Degree.
 - iv-v. The parties agree, to the extent permitted by law, the compensation for the College Degree Program 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.
 - b. POST Certificate Program
 - i. Upon verification of having earned an Intermediate POST Certificate, an employee shall be paid three percent (3%) of base hourly rate of pay in addition to other compensation.
 - ii. Upon verification of having earned an Advanced POST Certificate, effective June 24, 2023, an employee shall be paid eight percent (8%) of base hourly rate of pay in addition to other compensation. This pay is in lieu of pay received under sub-section (b)i above.
 - iii. The parties agree, to the extent permitted by law, the compensation for the POST Certificate Program 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.

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c. Stipulations:

- i. Eligibility must be approved by the Chief of Police. An employee must maintain their certification to remain eligible for the pay.
- ii. Obtaining transcripts or other acceptable documentation is the employee's responsibility. An employee may verify equivalent units (to an AA degree) by submission of written verification that the employee has completed 60 or more accredited units.

d. POST Supervisory Leadership Institute:

- i. Police Sergeants that have completed the POST Supervisory Leadership Institute and received their appropriate certification for completion shall receive \$80 per month. The parties agree, to the extent permitted by law, the compensation for the POST Supervisory Leadership Institute 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.

The maximum benefit that may be paid to an employee under Article VII, Section (A)(1) (Police Professional Development Plan) is fourteen percent (14%) of the base hourly rate. In addition, Sergeants may be eligible for POST Supervisory Leadership Institute pay as provided in subparagraph [3\(d\)\(i\)](#), above.

2. Certified Flight Instructor Pay – Employees who have received the certification as a Certified Flight Instructor shall be paid five percent (5%) 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) as Educational Incentive Pay.
3. Nurse Certification or Degree Premium - Employees in the classification of Detention Shift Supervisor, who possess a Nurse certification or Degree (because possession of a Nurse Certification or Degree is not required for the position and will enhance their ability to do their job), shall receive five percent (5%) of their base hourly rate, for so long as they possess the Nursing Degree or certification.
 - a. Overtime
 - i. Overtime shifts among employees in the Detention Officer, Nurse Detention Officer and Detention Shift Supervisor classifications shall be

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assigned using a computerized staffing program, such as In-Time, and according to the parameters set forth herein.

- ii. The parameters for programming the computerized staffing program shall be those parameters currently utilized for patrol overtime, and shall include the following:

- 1) Short Notice overtime (i.e., less than 72 hours advance notice) will be filled by the employee who first responds affirmatively to an email or text message notification of an available shift.
- 2) Regular Notice Overtime (i.e., 72 hours or more advance notice) will be assigned to an employee who has indicated an availability for the shift and who has worked the least overtime hours that deployment. If two or more employees have the same number of overtime hours worked, the shift shall be assigned to the employee with the greatest seniority.

b. Detention Shift Supervisor:

- i. Assignment to Vacant Shifts:

Employees in the Detention Shift Supervisor classification will be assigned to work for vacant shifts in the Detention Shift Supervisor classification, subject to the parameters in paragraph 1. However, if no Detention Shift Supervisor has indicated an ability to work a vacant shift in the computerized staffing program, the shift will then be assigned to an employee in the Nurse Detention Officer or Detention Officer classifications, applying the above parameters. The Nurse Detention Officer or Detention Officer assigned to the shift will work in their regular assignment, not as the Supervisor.

- ii. Shift Bidding:

Detention Shift Supervisors shall bid shifts by seniority, according to their time as a Detention Shift Supervisor.

c. Nurse Detention Officer and Detention Officer:

- i. Assignment to Vacant Shifts:

Employees in the classifications of Nurse Detention Officer and Detention Officer, will be assigned to work for vacant shifts in either classification, (e.g., because of a leave of absence). The parameters set forth in paragraph 1 will be followed by using the combined list (which includes seniority) of both Nurse Detention Officers and Detention Officers. Employees in both classifications can fill a vacancy for either classification.

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Employees in the classification of Detention Shift Supervisor are not permitted to be assigned to work a vacancy for either a Nurse Detention Officer or Detention Officer unless there are no employees available (as set forth in paragraph 1 above) in the Nurse Detention Officer or Detention Officer classifications to work the shift.

d. Shift Bidding:

Employees in the classifications of Nurse Detention Officer and Detention Officer will bid shifts based on seniority. There will not be separate allocations of Detention Officer and Nurse Detention Officer positions on each shift, rather there will be a number of available shifts that may be bid equally by employees in either classification. The names of employees in both classifications will be placed on one seniority list, not individual seniority lists for each classification. Employees will be permitted to bid shifts each deployment.

The parties agree, to the extent permitted by law, the compensation for Nurse Certification or Degree Premium for employees in the classification of Detention Shift Supervisor 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.

B. Special Assignment Pay

The Special Assignments provided to members of the unit are set forth below. Should the City create any new special assignments, the parties agree meet and confer over the pay and address the pensionability of the pay.

Selection Process for Special Assignments

Employees will be selected for Special Assignments 1-11 below through a testing process, which will at a minimum include the following components:

- a. Submittal of written request for the assignment that shows that any applicable prerequisites are satisfied.
- b. Written examination, which will be weighed 25% of total score.
- c. Oral Interview, which will be weighed 75% of total score. The oral interview panel will include a supervisor for desired assignment.
- d. A ranked eligibility list will be established based on candidates' total score.
- e. The Division Commander and Police Chief shall appoint candidates to the special assignment using a "rule of five" (i.e., any candidate among the top-five scoring

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candidates may be selected). When a candidate is appointed, the sixth-highest scoring candidate will then move into the top-five for future appointments.

- f. The duration of eligible lists shall be 6 months.

As set forth below, each special assignment may have additional selection criteria.

1. Detective Division Premium

Employees who are routinely and consistently assigned to the Investigation Division (which includes the Detective Bureau and the Special Investigations Bureau) shall be paid three percent (3%) of their base hourly rate of pay for Detective Division Premium.

The parties agree, to the extent permitted by law, the compensation in this section 3 is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3) Detective Division Premium.

Assignment to Detectives:

- a. Existing detectives in permanent assignments shall be permitted to remain in those assignments (i.e., “grandfathered”) until they voluntarily relinquished the position, promote, are removed for just cause or separate from the City.
- b. All Detective Bureau positions are considered “permanent” assignments, except in each “section” of the detective bureau (i.e., Crimes Against Persons, General, Economic) there shall be one position (one per section except Major Crime) that is considered a “rotational” position. A rotational position shall be for a five (5) year term.
- c. As incumbent “permanent” detectives leave their positions, the first vacancy in each section shall be converted to a rotational position. All other future vacancies from permanent positions shall be filled by selections to “permanent” position. Future vacancies from rotational positions shall be filled by selections to “rotational” positions.
- d. When a permanent position becomes vacant, employees shall test specifically for the permanent positions. All employees, including Detectives in rotational positions, are eligible to test for permanent positions.

Assignment to Special Investigations:

- e. All Special Investigations bureau positions (i.e., Narcotics, Vice, Gangs, Crime Task Force, Regional Task Force and Intel) are considered rotational positions.

- f. A rotational position shall be for a five (5) year term.

2. Motorcycle Patrol Premium

Employees regularly assigned to motorcycle duty shall be paid five percent (5%) of their base hourly rate of pay for Motorcycle Patrol Premium. This pay shall also be paid for the hours an employee is in training for this assignment.

The parties agree any time spent on maintenance and/or cleaning of motorcycles shall be on-duty unless overtime has been approved in advance.

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) and Section 571.1(b)(3) Motorcycle Patrol Premium.

Assignment to Motors:

- a. Existing police officers assigned as Motors in permanent assignments shall be permitted to remain in those assignments (i.e., "grandfathered") until they voluntarily relinquish the position, promote, are removed for just cause or separate from the City.
- b. There shall be five (5) Motor positions designated as "permanent" positions. The rest of the positions in Motors are considered rotational positions.
- c. Rotational positions shall be for a five (5) year term.
- d. As incumbent "permanent" Motors leave their positions, the first five motors vacancies shall be filled by employees in rotational positions. They shall be considered "rotational" and subject to a five (5) year term.
- e. When a permanent position becomes vacant, employees shall test specifically for the permanent positions. All employees, including Motors in rotational positions, are eligible to test for permanent positions.

3. Police Investigator Premium

This is special assignment compensation to those officers who are routinely and consistently assigned to or investigative accidents. These employees shall be paid three percent (3%) of their base hourly rate of pay for Police Investigator Premium.

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The parties agree, to the extent permitted by law, the compensation in this section 3 is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3) Police Investigator Premium.

a. Field Accident Investigator

b. Traffic Investigator

Traffic Investigator selection criteria:

1) There shall be one (1) traffic Investigator position designated as a "permanent" position. The existing two employees assigned as traffic Investigators are in a permanent assignment and shall be permitted to remain in that assignment (i.e., "grandfathered") until they voluntarily relinquish the position, promote, are removed for just cause or separate from the City.

2) The first traffic investigator position to become vacant shall be converted to a rotational position. Should additional non-motor traffic investigator positions be authorized, they shall be considered "rotational". All rotational traffic investigator positions shall be subject to a five (5) year term.

3) When a permanent traffic Investigator position becomes vacant, employees shall test specifically for the permanent positions. All employees, including Traffic Investigators in rotational positions, are eligible to test for permanent positions.

c. Traffic Investigator Supervisor (Police Sergeant). These employees are responsible for the call-outs for Traffic Investigators and supervise the investigations.

This assignment is rotational and subject to a five (5) year term.

4. Police Liaison Premium

This is special assignment compensation to those Police Officers who are routinely and consistently assigned to function as a liaison between special persons, groups or courts and the police department. This pay is provided to Police Officers who are assigned to the Homeless Task Force, a School Resource Officer or to the

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Downtown Patrol Liaison Team. These employees shall be paid three percent (3%) of their base hourly rate of pay for Police Liaison Premium.

Each of the above assignments is considered rotational and subject to a five (5) year term.

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) and Section 571.1(b)(3) Police Liaison Premium.

5. Safety Officer Training/Coordinator Premium

This is special assignment compensation to those employees who are routinely and consistently assigned to instruct personnel in safety procedures who are assigned to the Training Unit. These employees shall be paid three percent (3%) of their base hourly rate of pay for Safety Officer Training/Coordinator Premium.

This assignment is rotational and subject to a five (5) year term.

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) and Section 571.1(b)(3) Safety Officer Training/Coordinator Premium.

6. DUI Traffic Officer Premium

This is special assignment compensation to police officers who are assigned to the DUI Unit and who are routinely and consistently assigned to enforce Driving Under the Influence (DUI) of alcohol or drug laws. These employees shall be paid three percent (3%) of their base hourly rate of pay for Safety Officer Training/Coordinator Premium.

This assignment is rotational and subject to a five (5) year term.

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) and Section 571.1(b)(3) DUI Traffic Officer Premium.

7. Police Administrative Officer Premium

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This is special assignment compensation to police officers who are assigned as a Background Investigator, employees assigned to the Professional Standards Unit and the Administrative Sergeant (who supervises the Background Investigator and the PIO) and who are routinely and consistently assigned to police administration to provide support for the Police Chief and command staff in the operation of the police department. These employees shall be paid three percent (3%) of their base hourly rate of pay for Police Administrative Officer Premium.

The two assignments in this section are rotational and subject to a five (5) year term.

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) and Section 571.1(b)(3) Police Administrative Officer Premium.

8. Training Premium

Training Premium is compensation to employees who are routinely and consistently assigned to train employees.

FTO Compensation - Compensation shall be one-quarter (.25) hours pay at the base hourly rate, for each hour worked as a Field Training Officer in addition to other compensation for the following assignments:

- a. Police Officers who have successfully completed a POST certified Field Training Officer Course and have been designated Field Training Officers, assigned to Traffic or Patrol Bureaus, shall be eligible for Field Training Officer compensation.
- b. Detention Employees designated to act as Training Officers.
- c. Motor Officers designated to act as Training Officers.
- d. Communication Employees designated as Training Officers.

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) and Section 571.1(b)(3) Training Premium.

9. Canine Officer/Animal Premium

- a. Pay for Handling, Training and Boarding a Canine.

This is special assignment compensation to those officers who are routinely and consistently assigned to handle, train and board a canine. These employees shall be paid three percent (3%) of their base hourly rate of pay for Officer/Animal Premium.

Assignments to the canine handler position shall generally be “for the life of the dog”. If the assignment is of a duration that is less than three years, due to an issue with the canine, an additional dog may be assigned and still count as one term. A canine handler may be assigned a second term as a handler, upon request and approval of the Police Chief, who has full discretion whether to approve a second term or not.

The parties agree, to the extent permitted by law, the compensation for officers who are routinely and consistently assigned to handle, train and board a canine is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(4) and Section 571.1(b)(3) Canine Officer/Animal Premium.

- b. Pay for the off-duty care, feeding and grooming of the canine and the routine, off-duty canine-related maintenance of their canine car.

Employees assigned to canine duty shall also be paid for the off-duty care, feeding and grooming of their canine and the routine, off-duty canine-related maintenance of their canine car. The City and the Association have considered the time that canine officers typically spend on off-duty canine care, and determined it to be fifteen (15) hours per month.

Employees assigned to canine duty shall be paid fifteen (15) hours per month at the overtime rate of pay based on the canine care salary rate. The canine care salary rate shall be two-thirds (2/3) of the Canine Officer's base pay rate, excluding any specialty or similar pays. In negotiating this MOU, the City requested that the Association conduct an actual inquiry of the hours which employees assigned to Canine duties perform each month to ensure compliance with the FLSA and in particular the case of *Leever v. City of Carson City* (9th Cir. 2004). The Association advised the City that the inquiry revealed that the hours to which the parties have agreed – (fifteen hours per month) accurately describes the time such employees are performing such duties each month.

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In addition to the fifteen (15) hours of pay per month described in the preceding paragraph, canine officers shall be paid for off-duty veterinary visits and extraordinary off-duty care, provided that, absent an emergency, the Officers shall obtain supervisor approval for such care and shall submit payroll exemption slips. Any such additional canine compensation shall be paid at their overtime rate as defined in Article IX.A.4.

The pay for the off-duty care, feeding and grooming of their canine and the routine, off-duty canine-related maintenance of their canine car is not pensionable and will not be reported to CalPERS.

10. Aircraft/Helicopter Pilot Premium

This is special assignment compensation to those safety employees who are routinely and consistently assigned as aircraft/helicopter pilots.

Employees assigned to the Air Support Unit to pilot the helicopter as their primary duty assignment (i.e., assigned at least 50% of their scheduled hours in a pay period) shall be paid eight percent (8%) of their base hourly rate of pay in addition to other compensation. The parties agree this pay shall commence upon assignment to the Aero unit.

This assignment is a permanent assignment. Employees shall be permitted to remain in this assignment until they voluntarily relinquish the position, promote, are removed for just cause or separated from the City.

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) and Section 571.1(b)(3) Aircraft Helicopter Pilot Premium.

11. Lead Worker/Supervisor Premium

This is special assignment compensation to those employees who are routinely and consistently assigned to a lead or supervisory position over other employees, subordinate classifications, or agency-sponsored program participants. This pay is available to those employees in the classification of Administrative Dispatch Supervisor who manage scheduling and supervise the training program and trainers in the Communication Center. These employees will be paid three percent (3%) of their case hourly pay for Lead Worker/Supervisor Premium.

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This pay is also available to those employees designated as a Chief Pilot/Safety Officer who shall be paid five percent (5%) of their base hourly rate of pay for Lead Worker/Supervisor Premium. The duties, eligibility requirements and selection process are set forth in Exhibit I to the MOU.

This assignment is a permanent assignment. Employees shall be permitted to remain in this assignment until they voluntarily relinquished the position, promote, are removed for just cause or separated from the City.

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) and Section 571.1(b)(3) Lead Worker/Supervisor Premium.

12. Bilingual Premium

Employees who are routinely and consistently assigned to positions requiring communication skills in languages other than English, who are qualified (as set forth below) shall be paid five percent (5%) of their base hourly rate of pay for Bilingual Premium.

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.

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

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.

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- c. Successful completion of tests authorized by the Chief of Police will be required to qualify for bilingual pay for any of the languages. The City reserves the right to re-test at the Chief of Police's discretion, no more frequently than once every 12-months.

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) and Section 571.1(b)(3) Bilingual Premium.

- C. Shift Differential – Detention and Communication Employees' required to work on a regular assigned shift that occurs during swing shift or graveyard shift, as defined by departmental policy through the meet and confer process, shall be paid five percent (5%) of the employee's base hourly rate of pay in addition to other compensation for all hours worked during the swing or graveyard shift. The parties agree the department policy has been established by the meet and confer process. 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) and Section 571.1(b)(3) Shift Differential.
- D. Longevity Pay – The City shall provide all sworn employees represented by the Association, the following longevity pay in addition to other compensation as established by the Department's Sworn Personnel Seniority List:
 - 1. Five percent (5%) of the base hourly rate of pay at 10 years of qualified sworn law enforcement experience.
 - 2. Effective June 24, 2023, fifteen percent (15%) of the base hourly rate of pay at 20 years of qualified sworn law enforcement experience. This pay is in lieu of the pay identified in sub-section 1 above.
 - 3. Effective June 24, 2023, five percent (5%) of the base hourly rate of pay at 20 years for non-sworn employees who have worked for the City of Huntington Beach for twenty (20) years or more or worked in the same job classification (even if some of the time was with another law enforcement agency) for twenty (20) years or more.

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.

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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. Retention Pay – Non-sworn employees in the bargaining unit with at least twenty (20) years of experience working in a law enforcement department who do not qualify for Longevity Pay in Subsection *D* above (either because they have not worked for the City or in the same classification for twenty (20) years or more), shall receive Retention pay at five percent (5%) of the base hourly rate. If the employee subsequently qualifies for Longevity Pay as defined in Subsection *I* above, they shall no longer qualify for Retention Pay. Retention Pay is not pensionable and will not be reported to CalPERS.
- F. Effective Date of Special Pays – All special pay *in this Article VII* shall be effective the first full pay period following certification (*if applicable*) and verification as approved by the Chief of Police or designee. All special pays shall be included as part of the regular rate of pay for the purposes of calculating overtime. All pays not in this section are not considered special pays and are not included in the regular rate of pay for purposes of calculating overtime, except On-Call Court Time (Article IX(B)(3)(b)) and Cancelled Subpoenas (Article IX(B)(3)(c)) which shall be calculated into the regular rate of pay at base hourly rate.
- G. No Pyramiding/Compounding of Special Pay – Each special pay is a percentage of that employee's base hourly rate of pay and shall not be counted towards the value of any other special pay.

ARTICLE VIII- UNIFORMS, CLOTHING, TOOLS AND EQUIPMENT

A. Uniforms

1. The City shall continue the Uniform Allowance in lieu of the City providing uniforms for employees represented by the Association. Such allowance shall be thirteen hundred dollars (\$1,300) for sworn employees and twelve hundred dollars (\$1,200) for non-sworn employees per year. The Uniform Allowance for all employees shall be paid with the first paycheck in December. 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

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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. PERS Reporting of Uniform Allowance – The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each sworn and civilian classification as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.
- B. Special Assignment Uniform Needs – Uniforms and equipment for special assignments shall continue to be provided by the City.
- C. Motorcycle Britches – Motorcycle officers shall receive four pairs of britches at the time of assignment. After initial issue, replacement britches may be issued on the recommendation of the Traffic Bureau Commander with approval of the Department Head. All replaced britches must be turned in when replacement britches are received.

ARTICLE IX – HOURS OF WORK/OVERTIME

A. Work Schedule:

1. The work schedule agreed to by the City and the Association shall be set forth herein unless the Association and the City mutually agree to changes. All employees are subject to be called to work any time to meet any and all emergencies or unusual conditions which, in the opinion of the City Manager, Chief of Police or designee, may require such service from any of the employees.
 - a. All work schedules are designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA).
 - b. Meal times are included in all work schedules for all classifications represented by the bargaining unit.
2. 4/10 Schedule – All employees not assigned a different work schedule pursuant to this article shall work a 4/10 schedule consisting of four (4) consecutive ten (10) hour days followed by three (3) consecutive days off in a seven (7) day period. All employees work an eighty (80) hour work period, except for Communication Employees who work a forty (40) hour work week.

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3. 7/11.5 Schedule – The “7/11.5” work schedule applies to designated employees of the Patrol Division and Administrative Operations Division and Jail.
 - a. Workday – A workday for employees assigned to the 7/11.5 work schedule will consist of 11 hours and 25 minutes of work.
 - b. Eighty (80) Hour Work Period – For those sworn and detention employees working 11 hours and 25 minutes a day, the work period will consist of two (2) consecutive weeks with three (3) consecutive shifts of 11 hours and 25 minutes in one week and four (4) consecutive shifts of 11 hours and 25 minutes in the second week. The total hours for these two consecutive weeks shall be considered equal to (80) hours. The two-week cycle then repeats itself. These employees are subject to a 14 day FLSA work period in accordance with Section 7(k) of the FLSA.
 - c. Exceptions – At the discretion of the Chief of Police, specialized assignments within the Uniform Division will work either the 4/10 or 7/11.5 as described above. Unless agreed upon by the Association, changes to these work shifts shall only be made during recruitment of new officers into the assignments. Task Force assignments outside the Police Department will be flexible based on an eighty (80) work period.
 - d. Beach Schedule – If posted during recruitment, employees working the Beach detail shall be assigned a fixed schedule that incorporates a work week of four consecutive days comprised of two (2) 8-hour days and two (2) 12-hour days.
 - e. Schedule – Employees assigned to training or a school in excess of thirty-two (32) hours in a work week will work five (5) day, eight (8) hour work week in lieu of their regular work schedule.
4. 3/12 or 3/12.5 Work Schedules – The following work schedules may be assigned:
 - a. 3/12 Work Schedule – This is three 12-hour consecutive days with a fixed 8-hour day every other week. The FLSA workweek begins exactly four hours after the start time of the employees 8-hour day.
 - b. 3/12.5 + 5 Work Schedule – Employees are scheduled to work three 12.5 hour shifts (on consecutive days) 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. These employees' FLSA workweeks shall begin exactly 168 hours later.

- c. 3/12.5 Work Schedule – This work schedule is only available for sworn employees. The 3/12.5 schedule shall consist of three consecutive 12.5 hour shifts each week, with one additional 10-hour shift each 28 days that is prescheduled prior to shift bid by the unit supervisor.

5. Work Week Communications Center

Employees in the classifications of Police Communications Operator and Police Communications Supervisor shall work a 4/10 schedule, which consists of four (4) consecutive work days of ten (10) consecutive hours each, followed by three (3) consecutive days off. Each 10-hour shift shall be inclusive of a paid meal period and breaks. Upon agreement of the Association and the Chief of Police, communications center employees may be assigned to any of the other work schedules set forth above.

6.

6. Overtime

- a. Employees assigned to an eighty (80) hour work period shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for all time worked in excess of their regularly scheduled shift and/or 80-hour work period. Their 80-hour work period is authorized and in accordance with Section 7(k) of the FLSA.
- b. Employees assigned to a forty (40) hour work week shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for all time worked in excess of their regularly scheduled shift and/or forty (40) hour work week. However, Communication Operators on the 7/11.5 or 3/12.5+5 work schedule must work a minimum of forty (40) hours in the work week before earning overtime. Any hours worked in excess of the regularly scheduled shift that do not exceed forty (40) hours in a work week shall be paid at their regular rate of pay.

6. As the City improves its existing Human Resources and Payroll systems to have more automated functionality, it will work toward enabling employees to be able to assign overtime pay to deferred compensation without incurring additional significant implementation costs or staff time. These efforts would occur in conjunction with normal software updates.

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7. Motors: Employees assigned as motor officers in the Special Operations Division, Traffic Bureau, shall be assigned to either a 3/12.5 or 4/10 schedule. Employees shall bid their shifts according to seniority as a motor officer. Those working the 4/10 schedule shall be assigned to work Monday through Thursday. Those assigned to the 3/12.5 shall work Friday through Sunday. The 3/12.5 schedule shall consist of three consecutive 12.5-hour shifts each week, with one additional 10-hour shift each 28 days that is prescheduled prior to shift bid by the unit supervisor.

The three existing motor officers as of the execution of this MOU (Employee ID #'s 27021, 25785, and 70771) are grandfathered into the existing 7/11.5 schedule, including their assigned work days, and are exempt from work schedule bidding.

B. Other Time:

1. Compensatory Time Off – Federal law controls the use of compensatory time off. Title 29 U.S. Code Section 207(o) allows the employer and employee representative to establish a compensatory time off bank in lieu of a cash overtime payment as required by the FLSA. The parties agree that an employee may elect to bank compensatory time up to a maximum one hundred sixty (160) hours.

The employee's right to use compensatory time off may be restricted if a request to use is not made by providing reasonable notice or the requested use is "unduly" disruptive. The parties agree reasonable notice is seventy-two (72) hours. If compensatory time off is requested with 72 hours or more notice, its use cannot be denied unless to do so would be unduly disruptive. A request to use compensatory time off made with less than the 72 hours' notice can still be granted at the discretion of the manager to whom the request is made.

In addition to the preceding, the Chief of Police shall identify days or events on which compensatory time can be denied. These days or events will be designated as "unduly disruptive days". There shall be a maximum of seven (7) unduly disruptive days per calendar year. The Chief of Police shall identify these "unduly disruptive days" as early as possible, and no later than 45 days prior to the designated date or event. Employees who already had been granted time off with pay for the "unduly disruptive days" selected by the Chief of Police prior to the time the selection had been made shall be allowed to continue to take that time off with pay. The Modified Maximum Deployment Calendar currently being used will be eliminated and shall be replaced by the designated "unduly disruptive days".

The parties agree that if by June 30, 2026, they have been unable to agree upon a successor MOU, the compensatory time off provisions will continue unless either

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party informs the other that it no longer agrees to allow the continued accrual of compensatory time off in lieu of overtime compensation. If that occurs, thirty (30) days after providing such notice to either side, all overtime worked will be paid unless and until the parties agree upon a subsequent compensatory time off provision in the MOU.

The parties agree that the use of compensatory time off at the following times will be unduly disruptive:

- a. At any time when the request for compensatory time off request presents an officer's safety problem by going below shift minimum as presented by the City in the meet and confer process.
 - b. The Association, its officers, agents, representatives and/or members agree that during the term of this MOU they will not call, engage in, request or condone the use of compensatory time off for any strike, walkout, work stoppage, job action, slowdown, sick-out, blue flu, withholding of services or other interference with City operations, or honor any job action by any other employee of the City, employee organizations, or employees of any other employers by withholding or refusing to perform services. In the event that the Association, its officers, agents, representatives, and/or members engage in any of the conduct prohibited herein above, the compensatory time off provision of this MOU shall sunset and thereafter overtime hours shall be compensated at the employee's overtime rate.
 - c. To the extent that these provisions are inconsistent with the Settlement Agreement in HBPOA, et al. v. City of Huntington Beach, et al. Case No. CV 92-6265 CMB (Shx) said settlement agreement is superseded. Provisions not so superseded shall not be affected by the agreement.
2. Work Time – For the purpose of computing the 80 hour work week period for sworn employees in the unit and the 40 hour workweek for non-sworn employees in the unit, the following shall be included as hours worked in determining the eligibility for overtime pay.
- a. Sick leave.
 - b. Vacation and General Leave time taken during the work period.
 - c. Compensatory time off taken during the work period.
 - d. Any other paid leave time taken during the work period.

3. Subpoena Compensation

- a. Court Appearance Time – Employees required to appear in court during other than their scheduled working hours shall be paid a minimum of three (3) hours overtime pay; provided, however, that if such time overlaps with the employee's scheduled working hours, said rate shall be limited to those hours occurring prior to or after the employee's scheduled work time. For example, if an employee who is required to appear at court at 9:00 a.m. on a day their shift begins at 10:00 a.m., the employee would receive overtime pay for the hour between 9:00 a.m. and 10:00 a.m. However, if that same employee was not scheduled to work that day, they would receive a minimum of three (3) hours of overtime pay.

The City shall recognize administrative subpoenas the same as criminal and civil, including subpoenaed hearings conducted by telephone. Telephone Business under subpoena is differentiated from Telephonic Work as described in Section 6 below.

- b. On-Call Court Time- Employees required to be on-call for a court appearance during other than their scheduled working hours shall be paid a minimum of three (3) hours pay at their regular rate of pay for each morning and afternoon court session provided, however, that if such time overlaps with the employee's scheduled working hours, said rate shall be limited to those hours occurring prior to or after the employee's scheduled work time. For example, if an employee who is required to appear at court at 9:00 a.m. on a day their shift begins at 10:00 a.m., the employee would receive their regular rate of pay for the hour between 9:00 a.m. and 10:00 a.m. However, if that same employee was not scheduled to work that day, they would receive a minimum of three (3) hours at their regular rate of pay. On-Call Court Time shall not be considered hours worked for the purpose of calculating overtime. Employees shall not be paid On-Call Court Time if Court Appearance Time is paid.
- c. Cancelled Subpoenas – Employees shall be paid two (2) hours of pay at their regular rate of pay when a subpoena for off-duty testimony is cancelled with less than twenty-four (24) hours' notice.
- d. Retiree – In accordance with department policy, if the City accepts a subpoena on behalf of a current employee who then retires or a retiree, a stipend will be provided for court appearance time. The stipend will be based on the present Step E of the base hourly rate of pay of the position the retiree held before

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retirement from City service. Paid court preparation time and travel expenses shall be mutually agreed upon between the City and the retiree.

4. Standby Pay – An employee who is placed on standby status by a supervisor shall be paid four (4) hours pay at their base hourly rate of pay for each twenty-four (24) hour period, or any part thereof, of standby status.
 - a. Employees on standby must respond to the initial request notification as soon as possible, but in no case more than thirty (30) minutes. Methods of response to the initial request may include phone call, email or text message.
 - b. Employees on standby should be actively engaged in tasks related to the emergency situation as soon as possible, but in no case more than two (2) hours of the initial notification.
 - c. In the event an in-person response is required to an incident, crime scene or to a police facility, arrival at the location in question should generally be within two (2) hours after acknowledgment of the request.
 - d. Employees shall not work overtime or extra duty assignments which would cause the employee to be unavailable to respond to emergency situations during the time period the employee is assigned to standby duty.
 - e. Employees on standby must refrain from intoxicants or other activities which might impair the employee's ability to perform assigned duties or to respond in a timely manner.
 - f. Employees assigned to standby shall be furnished with all equipment necessary to perform standby duties, including take-home cars, City-issued cellular phones and/or computers.
 - g. The parties have agreed that minimally there shall be five personnel assigned to standby from Friday at 4:00 p.m. to Monday at 6:00 a.m. (12 hours of standby pay). Those personnel shall include: (1) a Sergeant to supervise crimes against persons investigations, (2) two detectives assigned to investigate crimes against persons, (3) one traffic investigator, and (4) one Traffic Sergeant.
 - h. In addition to the above, the President of the Association or one of the Board members of the Association (the particular Board member shall be determined by the Association) shall be on standby each week. Friday at 4:00 p.m. to Monday at 6:00 a.m. (12 hours of standby pay).

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5. Call Back – Employees who are called back to work will be paid a minimum of two (2) hours pay at the overtime rate, upon arrival at the department or the incident scene until released. Should the called back employee be cancelled prior to arrival, the two (2) hour minimum shall be paid.
6. Telephonic Business – Off-duty employees shall be compensated a minimum of fifteen (15) minutes as hours worked when telephoned to conduct departmental business. Telephonic departmental business beyond fifteen (15) minutes shall be compensated in fifteen (15) minute increments (i.e., 16-30 minutes = 30 minutes of compensation, 31-45 minutes = 45 minutes of compensation and so forth). Telephonic business is not considered Call Back Time as outlined in Article IX.B.5.
7. Canine Compensation – Employees assigned to canine duty shall be paid for the off-duty care, feeding and grooming of their canine and the routine, off-duty canine-related maintenance of their canine car. The City and the Association have considered the time that canine officers typically spend on off-duty canine care, and determined it to be fifteen (15) hours per month.

Employees assigned to canine duty shall be paid fifteen (15) hours per month of overtime rate of pay based on the canine care salary rate. The canine care salary rate shall be two-thirds (2/3) of the Canine Officer's base pay rate, excluding any specialty or similar pays. In negotiating this MOU, the City requested that the Association conduct an actual inquiry of the hours which employees assigned to canine duties perform each month to ensure compliance with FLSA and in particular the case of *Leever v. City of Carson City* (9th Cir. 2004). The Association advised the City that the inquiry revealed that the hours to which the parties have agreed – (fifteen hours per month) accurately describes the time such employees are performing such duties each month.

In addition to the fifteen (15) hours of pay per month described in the preceding paragraph, canine officers shall be paid for off-duty veterinary visits and extraordinary off-duty care, provided that, absent an emergency, the Officers shall obtain supervisor approval for such care and shall submit payroll exemption slips.

Any such additional canine compensation shall be paid at their overtime rate as defined in Article IX.A.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)(4) and Section 571.1(b)(3) Canine Officer/Animal Premium.

8. Shift Trading

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The parties agree the provisions below are compliant with the Fair Labor Standards Act. Unit members have the right to trade shifts with their colleagues within the same classification subject to the following conditions:

- a. Both employees agree to the shift trade voluntarily.
- b. The employees trading shifts shall complete an appropriate shift trade form signed by both employees and presented to a supervisor for approval prior to the first affected shift. Supervisors will not unreasonably deny a trade.
- c. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on their time sheet.

Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. However, the parties agree shift trades will be accomplished by the employees who trade within six (6) months of the first shift traded. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.

ARTICLE X – HEALTH AND OTHER INSURANCE BENEFITS

A. Retiree Medical Trust

The City authorizes the HBPOA to participate in an employee welfare medical benefit trust fund program, called the PORAC Retiree Medical Trust, with the following conditions:

1. The City shall contribute \$100.00 to the Trust per month for each represented employee. Equal contributions shall be made on the first two pay periods of each month.
2. The City shall withhold \$100.00 per month for each represented employee to participate in the program. The withholding could change and if it does, it shall be in an amount as designated in writing by the HBPOA. Deductions shall be taken on the first two checks of each month.

Generally, participation and contributions are required for every member of the bargaining unit represented by the Association. However, this requirement will

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not apply to an employee who is entitled to receive full retiree medical coverage due to their service in the United States military (Military Exception).

3. HBPOA shall pay all associated expenses incurred to participate in this program.
4. Upon request, the HBPOA 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 HBPOA represented employees only;
 - c. A copy of the current program document as well as any changes, amendments or written confirmation that there have been no changes to the employee medical welfare benefit trust fund program provider;
 - d. Verification of the funds submitted to the PORAC Retiree Medical Trust, and
 - e. A statement certifying that the submitted funds are only being utilized to provide employee welfare benefit trust funds for participating members including members of the HBPOA.
5. City shall pay 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. HBPOA 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, interest, taxes, or liability of any kind whatsoever, which may result from the qualified employee welfare benefit trust fund program.

B. Health

The City shall continue to make available group medical, dental and vision benefits to all Association 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

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coverage and shall continue through the end of the month in which the employee separates, unless otherwise precluded by CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA). All employee contributions shall be deducted on a pre-tax basis.

1. CalPERS Public Employees' Medical and Hospital Care Act

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.

a. PEMHCA Employer Contributions

The City shall contribute on behalf of each employee, the required statutory minimum payment per month for the payment of premiums for medical insurance under the PEMHCA program. As the statutory 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 Toward Flex Benefits

The City's maximum monthly employer contribution for each employee's medical and vision insurance premiums are set forth as follows:

Effective January 1, 2023³⁶

Type of Coverage	Medical Premium
Employee Only ("EE")	\$892 20 .00
Employee + one dependent ("EE" + 1)	\$1,650 794 .00
Employee + two or more dependents ("EE" + 2)	\$2,400 285 .00

Effective January 1, 2024²⁰²⁷

Type of Coverage	Medical Premium
Employee Only ("EE")	\$859 967 .00

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Employee + one dependent ("EE" + 1)	\$1,7281,944.00
Employee + two or more dependents ("EE" + 2)	\$2,2012,485.00

Effective January 1, 20258

Type of Coverage	Medical Premium
Employee Only ("EE")	\$8921,042.00
Employee + one dependent ("EE" + 1)	\$1,7942,094.00
Employee + two or more dependents ("EE" + 2)	\$2,2852,685.00

- c. The City shall also pay up to \$22.76 per month for each employee for the VSP Vision Plan.

The parties agree the required PEMHCA statutory minimum contribution 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 (\$2,000.00).

The maximum monthly City contribution for dental insurance 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.

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 provided by the Government Code and the CalPERS Board, and requested by the Association, the City contracted for and uses the Unequal Contribution Method to make City contributions on behalf of each retiree or annuitant. The starting year for the Unequal Contributions 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 amount to be paid by the City on behalf of the 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 in Resolution No. 2001-28 Exhibit C 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.

2. Medical/Vision Opt-Out

Employees covered by group health insurance outside of a City-provided program (evidence of which must be supplied to the Human Resources Department), may elect to discontinue City medical coverage and either direct the cash value of the City's Contribution Cap for employee only ("EE") medical coverage as described in Article X.B.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 taxable cash medical-opt out benefit. In order to be eligible for the opt-out payment the employee must be able to demonstrate to the City's satisfaction that they are enrolled in a qualified employer-sponsored group health plan that provides minimum essential coverage as defined by the Affordable Care Act, (The coverage must be obtained through another source other than coverage in the individual market, whether or not obtained through Covered California) and will not incur penalties under the ACA.

An employee may also elect to discontinue vision coverage. The employer-paid portion of the premium paid for vision coverage will be applied toward the medical premium.

3. Section 125 Employee Plan

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.

4. Life Insurance

The City will provide \$50,000 term life insurance and \$50,000 accidental death and dismemberment insurance without evidence of insurability other than evidence of working full time. Additional life insurance may be purchased consistent with the plan limitations, at the employee's cost, with evidence of insurability.

5. Income Protection Plan

The City authorizes the HBPOA to administer its own Long Term Disability (LTD) Program providing the following conditions are adhered to:

- a. The City and HBPOA agree that the City shall not provide a City sponsored LTD Program.
- b. HBPOA shall contract with an authorized provider for an LTD program for the employees represented by the HBPOA.

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- c. The City shall pay to HBPOA forty-one dollars (\$41) per month per occupied covered position represented by HBPOA and HBPOA shall pay the cost of LTD premiums for each such covered position.
- d. Non-dues paying represented employees shall be covered by the LTD Policy at the same premium rate as dues paying represented employees.
- e. City payment to HBPOA is to be made for each represented employee per month based on the bi-weekly payroll.
- f. HBPOA shall pay the authorized provider for the cost of premiums and any expenses incurred for administering the program.
- g. The City shall provide the HBPOA with a monthly report of covered employees.
- h. No self-funding/self-insurance of LTD benefits is permitted under this agreement.
- i. Upon request, the HBPOA shall provide an annual certification of the Plan on each anniversary the Plan is in effect will include:
 - 1) A copy of the most current audited financial statements;
 - 2) A copy of the latest actuarial report, which should be completed by an independent "Fellow of the Society of Actuaries";
 - 3) A copy of the in-force LTD Program;
 - 4) A statement certifying that premiums collected are for LTD benefits for HBPOA represented employees only;
 - 5) A copy of the current plan document as well as any changes or amendments, or written confirmation that there have been no changes as LTD provider;
 - 6) A copy of the "Summary Annual Report" and, upon request, a copy of the latest filed Form 5500;
 - 7) A listing of active HBPOA claimants with all relevant data as requested by City (i.e., date of disability, etc.) including the allocated reserves for each claimant;
 - 8) Verification of the premium received and credited by the HBPOA.

- 9) A statement certifying that the submitted premiums are only being utilized to provide LTD benefits for participating members including members of the HBPOA; and
 - 10) A written confirmation from the plan administrator confirming (i) that it is authorized to do business in California; (ii) that it is properly licensed; (iii) that it maintains current "Errors and Omissions" insurance; and (iv) that it is bonded.
- j. All Federal and State laws regarding LTD benefit coverage shall be followed.
 - k. HBPOA 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, interest, taxes, or liability of any kind whatsoever, which may result from the HBPOA sponsored and administered LTD insurance program.
6. Long Term Care
- a. The City authorizes the HBPOA to administer its own Long Term Care (LTC) Program providing the following conditions are adhered to:
 - b. HBPOA shall contract with an authorized provider for LTC program for the employees represented by the HBPOA.
 - c. The City shall pay to HBPOA for the cost of LTC premiums not to exceed twenty-five dollars (\$25) per month per occupied covered position represented by HBPOA.
 - d. Non-dues paying represented employees shall be covered by the LTC Program at the same premium rate as dues paying represented employees.
 - e. City payment to HBPOA is to be made for each represented employee per month based on the bi-weekly payroll.
 - f. HBPOA shall pay the authorized provider for the cost of premiums and any expenses incurred for administering the program.
 - g. The City shall provide the HBPOA with a monthly report of covered employees

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- h. No self-funding/self-insurance of LTC benefits is permitted under this agreement.
- i. Upon request, the HBPOA shall provide any reasonable documentation to the City as similarly described in the LTD Program.
- j. All Federal and State laws regarding LTC benefit coverage shall be followed.
- k. HBPOA 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, interest, taxes, or liability of any kind whatsoever, which may result from the HBPOA sponsored and administered LTC Program.

ARTICLE XI – RETIREMENT

A. “Classic Member” 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’ 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 Member” Safety CalPERS Member Contribution -
 - a. All “classic 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

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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 shall cost share four percent (4%) compensation earnable in accordance with Government Code section 20516(f).

B. "Classic Member" Miscellaneous Employee Retirement Benefits:

1. 2.5% @ Age 55 Plan (California Government Code Section 21354.4) – Members of the City's miscellaneous retirement plan with the California Public Employees' Retirement System (CalPERS) shall receive the 2.5% at age 55 CalPERS retirement plan.
2. 1959 Survivors' Benefit Level IV (California Government Code Section 21574) – Members of the City's miscellaneous 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) – Members of the City's miscellaneous retirement plan shall be covered by the Pre-Retirement Optional Settlement 2 Death Benefit.
4. One-Year Final Compensation (California Government Code Section 20042)
5. Classic Miscellaneous CalPERS Member Contribution -
 - a. All "classic members" shall pay their CalPERS member contribution of eight percent (8%) 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 Miscellaneous CalPERS Cost Sharing:

Classic member miscellaneous members shall cost share one percent (1%) compensation earnable in accordance with Government Code section 20516(f).

C. Retirement Benefits for Safety and Miscellaneous Employees – Self-Funded Supplemental Retirement Benefit – In the event a PERS member elects Option #1, #,

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#2, #3, #3W or #4 of the Public Employee's 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 to 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.

D. 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).

Employees (both sworn and miscellaneous) shall pay one half of the normal cost rate, as established by CalPERS each year in its annual valuation for the City, as required by California Government Code Section 7522.30(c).

E. "New Member" Safety Retirement Benefits

1. CalPERS "New Member" Safety Retirement Formula: 2.7% @ Age 57 Plan – The City shall provide the 2.7% @ 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) – 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 – Final compensation will be based on the highest annual average pensionable compensation during the 36 consecutive months immediately preceding the effective date of their 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 Cost Sharing:

New member safety members shall cost share an amount that when added to the one half of the normal cost rate (as established by CalPERS each year in its annual valuation for the City) shall result in the employee's total pension contribution being 13% pensionable compensation. For example, if the one half of the normal cost rate is 11.75%, these members will cost share 1.25% pensionable compensation in accordance with Government Code section 20516(f). If in future fiscal years, the required CalPERS member contribution rate for new member safety members is 13% or more, there shall be no cost sharing during that fiscal year and employees will only pay the one half of the normal cost rate. Similarly, if the member contribution rate (one half of the normal cost) is reduced from the prior fiscal year to below 13%, these members will cost share a percentage that when added to the normal cost rate will equal 13% pensionable compensation.

F. "New Member" Miscellaneous Retirement Benefits

1. CalPERS "New Member" Miscellaneous Retirement Formula: 2% @ age 62 Plan – The City shall provide the 2% @ Age 62 retirement formula set forth in California Government Code Section 7522.20(a) for all non-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) – Members of the City's miscellaneous 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 miscellaneous retirement plan shall be covered by the Pre-Retirement Optional Settlement 2 Death Benefit.
4. Final Compensation – Final compensation will be based on the highest annual average pensionable compensation during the 36 consecutive months immediately preceding the effective date of their 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 Miscellaneous CalPERS Cost Sharing:

Effective the beginning of the pay period including January 1, 2021, New member miscellaneous members shall cost share an amount that when added to the one

half of the normal cost rate (as established by CalPERS each fiscal year in its annual valuation for the City) shall result in the employee's total pension contribution being 9% pensionable compensation. For example, if the one half of the normal cost rate is 6.75%, these members will cost share 2.25% pensionable compensation in accordance with Government Code Section 20516(f). If in future fiscal years, the required CalPERS member contribution rate for new member miscellaneous members is 9% or more, there shall be no cost sharing during that fiscal year and employees will only pay the one half of the normal cost rate. Similarly, if the member contribution rate (one half of the normal cost) is reduced from the prior fiscal year to below 9%, these members will cost share a percentage that when added to the normal cost rate will equal 9% pensionable compensation.

ARTICLE XII- LEAVE BENEFITS

A. General Leave

The provisions on General Leave are set forth below. They went into effect on April 18, 2020. Prior to the effective date of General Leave, members of the Association earned vacation leave, as set forth in the prior MOU. Members' accrued vacation leave balances carried over past the effective date of General Leave. Although members no longer earn vacation, they may use their accrued vacation leave and shall be cashed out of any vacation balances at separation as provided in this Section XII(A) (5), (6), (7) & (8), below.

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 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 (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).
 - 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).

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. For non-sworn members of the unit, it shall include time both sworn law enforcement service at another agency as well as time in the same non-sworn classification in which they are serving in Huntington Beach.

5. Use of General Leave (or Previously Accrued Vacation 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 (as well as any previously accrued Vacation Leave) 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

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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. If an employee provides at least eight (8) days' notice of a request to use General Leave, it will be granted, unless within the discretion of the Police Chief or their designee, the decision to grant the leave would create an operational burden. It is not an operational burden simply because another employee must work the shift on overtime.
 - c. 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 (or Previously Accrued Vacation Leave) Pay at Separation for Employees Exempt from the Retirement Medical Trust – Upon separation of employment, employees exempt from the Retirement Medical Trust shall be paid for unused General Leave (or previously accrued Vacation Leave) at their current regular rate of pay for all unused, earned General Leave (or previously accrued Vacation Leave) to which they are entitled up to and including the last day of employment.
7. General Leave 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 one hundred and twenty (120) hours of accrued General Leave which will be earned in the following calendar year at the employee's regular rate of pay. The employee can elect to receive up to sixty (60) hours of General Leave cash out 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 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 cash for the amount of leave the employee has accrued at the time of the cash out.
8. Deferred Compensation / General Leave (or Previously Accrued Vacation Leave) Cash Out – The value of any accrued unused earned General Leave (or previously accrued Vacation Leave) may be transferred to deferred compensation (up to the maximum permitted by law) at the regular rate of pay annually or in connection with separation from employment. The employee must request the transfer no later than the end of the pay period prior to the employee's last day of employment.

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Any unused earned General Leave (or previously accrued Vacation Leave) remaining upon separation for employees who participate in the Retiree Medical Trust will be transferred to the qualified medical retirement trust program on a pre-tax basis.

9. Financial Hardship – An employee may cash out accrued, unused vacation or general leave if they have an “unforeseen emergency” (defined as an unanticipated emergency that would result in severe financial hardship to the employee if early withdrawal were not permitted). A determination as to whether an “unforeseen emergency” exists shall be determined by the City at its discretion and is not subject to the filing of a grievance.
- B. Sick Leave – Full-time employees hired on or before April 18, 2020 received a one-time Sick Leave bank totaling 144 hours. Up to 72 hours of this Sick Leave may be used for family Sick Leave per the relationships included in Labor code section 233. Once this sick leave bank is fully used, employees will no longer receive Sick Leave, only General Leave as described above in Section XII.A (General Leave).

The one-time bank may not be cashed out at any time, nor, upon separation from employment, transferred to deferred compensation, and/or a qualified medical retirement trust program.

C. Holidays

1. Holiday In-Lieu Pay – Employees represented by the Association and actively employed by the City, in addition to other compensation, 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.
2. Holidays Worked – 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.

3. Holidays – The following are the City recognized paid holidays under this MOU:
 - a. New Year's Day (January 1)
 - b. Martin Luther King's Birthday (third Monday in January)
 - c. Presidents' Day (third Monday in February)

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- d. Memorial Day (last Monday in May)
 - e. Independence Day (July 4)
 - f. Labor Day (first Monday in September)
 - g. Veterans Day (November 11)
 - h. Thanksgiving Day (fourth Thursday in November)
 - i. Friday After Thanksgiving
 - j. Christmas Day (December 25)
- D. Bereavement Leave – Employees shall be entitled to bereavement leave not to exceed three (3) working days in each instance of death in their 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.
- E. Family and Medical Care Leave – As employees do not accrue sick leave, all employees will be allowed to use up to sixty (60) hours per calendar year for family sick leave to care for a child, parent, spouse, registered domestic partner, grandchild, grandparent, sibling or step-parent.
- Employees are entitled to use up to one half (1/2) of one year's annual accrual of general leave for the relationships set forth at Labor Code section 233. Time off for a work related injury shall not run concurrently with FMLA or CFRA leave for sworn and detention employees.
- F. Catastrophic Leave Donation Program – Under certain conditions, employees may donate leave time to another employee in need. The program is outlined in Exhibit F.
- G. Nurse Employees Certification – The City shall allow licensed nurse employees time off with pay to attend courses necessary to maintain certification requirements.
- H. Cash Out of Compensatory Time Off – Twice each year, employees may, at their option, be paid for 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 15th of each calendar year, an employee may take 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

POLICE OFFICERS' ASSOCIATION

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.

- I. Association Business – An allowance of one thousand forty (1040) hours per year (which is increased to one thousand two hundred and twenty (1220) effective beginning in calendar year 2024) shall be established for the purpose of allowing authorized representatives of the Association to represent members of the Association in their employment relations. Such allowance may be utilized only by those persons authorized by the Board of Directors of the Association and such utilization shall be subject to the rules indicated in Exhibit B. Up to two hundred (200) hours per year of unused hours may be carried over to the subsequent year.

ARTICLE XIII – CITY PERSONNEL RULES

All MOU provisions that supersede the City's Personnel Rules shall automatically be incorporated into the City's Personnel Rules as applicable. All City Personnel Rules shall apply to Association members, however, to the extent this MOU modifies the City's Personnel Rules, the Personnel Rules as modified will apply to Association members.

ARTICLE XIV – MISCELLANEOUS

- A. Tuition Reimbursement – Education costs shall be paid to non-sworn employees on the basis of full refund for tuition fees, books and supplies-provided, however, that maximum reimbursement shall be at the rates currently in effect in the University of California system.

Upon approval of the Chief of Police and Director of Human Resources, employees may be compensated for actual cost of tuition, books (including e/books), and fees at accredited educational institutions that charge higher rates than the University of California, if it can be demonstrated by the employee that said educational institution presents the only accredited course or program within a reasonable commuting distance of the employee.

Tuition reimbursement shall be limited to job related courses or approved degree objectives and require prior approval by the Chief of Police and Director of Human Resources.

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Reimbursements shall be made when employees present proof to the Director of Human Resources that they have paid such costs and successfully completed the courses(s) with either a "C" grade or better, or a "Pass" grade in a pass/fail grading system.

- B. Meals and Mileage Allowance – The Parties agree to follow Policy AR 301 addressing Meal and Mileage Allowance and incorporate it by reference into this MOU.
- C. Weapon Vesting – Unit 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. Employees are responsible for paying the gun transfer fee when the weapon is transferred to them.
- D. Controlled Substance and Alcohol Testing – The City maintains the right to conduct a test during working hours of any employee that it reasonably suspects is under the influence of alcohol or a controlled substance in the workplace, consistent with department policy.
- E. Take Home Vehicles/Distance to Work – Employees who take work vehicles home under this provision must reside within thirty-five (35) miles of the City limits. Those employees assigned a motorcycle who reside beyond thirty-five (35) miles of the City limits at the time of ratification of this Agreement may drive their motorcycle to and from their residence to their place of work if such travel does not exceed three hundred and fifty (350) miles per week.

The following unit classification shall be allowed to take a City vehicle home under this provision: Employees assigned to the Executive Division, Administrative Division, Investigation Division and specific assignments in the Uniform Division that require a vehicle assignment as part of their duties (i.e., Canine, Motorcycle, Accident Reconstruction, Special Enforcement Bureau).

Employees who take a City vehicle home are expected to be reasonable available to respond to work-related activities; however, there is no restriction of the employee's off-duty activities implied or intended by this expectation.

- F. Administrative Appeal Procedure – In compliance with the Government Code, the Administrative Appeal Procedure for all public safety officers is referenced in Exhibit D of this MOU.
- G. Direct Deposit – All employees hired after April 1, 2006 shall be required to enroll in and maintain participation in the City's direct deposit pay system.

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- H. Meet and Confer – During the term of this Agreement, the City retains the right to meet and confer on any specific issue related to payroll implementation and/or compliance with the Fair Labor Standards Act (FLSA).
- I. Physical Fitness Program – Any physical fitness time earned under prior HBPD Policy Manual Section 208.9 can still be used, but can be denied if it will require the Department to backfill the employee requesting to use the time.
- J. Administrative Dispatcher Assignment

4.1. The Administrative Dispatcher assignment will be for two years. The employee in the assignment will stay in the assignment for two years from their initial date of appointment.

- a. 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.
 - b. If no person submits an interest memo, the then current appointee can be reappointed for another one-year assignment. If that person no longer wishes to serve in the assignment, the Police Services Manager has the discretion to keep the assignment vacant or to appoint another (i.e., a different person) Police Communications Supervisor to the assignment for one year.
 - c. If one person (different from the then current appointee) submits an interest memo, that person (not the then current appointee) will be appointed to the assignment.
 - d. If more than one person (different from the then 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.
2. The Police Communications Administrative Supervisor will not be above the Police Communications Supervisor in the Organizational Chart and will be reflected as follows in the Communications 1 Manual:

Police Services Manager
Police Communications Supervisor
Police Communications Administrative Supervisor
Police Communications Operator

POLICE OFFICERS' ASSOCIATION

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____ 202336.

CITY OF HUNTINGTON BEACH

HUNTINGTON BEACH
POLICE OFFICERS' ASSOCIATION

By:

Travis Hopkins
City Manager

By:

Sean McDonough
POA President

By:

Eric Parra
Chief of Police

By:

C.J. Remington
POA Vice President

By:

Marissa Sur
Assistant City Manager

By:

Read Parker
POA Board Member

By:

Robert Wexler
Chief Negotiator

POLICE OFFICERS' ASSOCIATION

APPROVED AS TO FORM

By:

Michael [J. Vigliotta](#)
City Attorney

POLICE OFFICERS' ASSOCIATION

EXHIBIT A – SALARY SCHEDULE

Non-Sworn

85.0% Increase Effective June ~~24~~20, 202~~36~~

Job No	Job Title	Pay Grade	A	B	C	D	E
0846	Police Communications Operator	POA280	34.67 <u>41.278</u>	36.58 <u>43.556</u>	38.59 <u>45.954</u>	40.72 <u>48.492</u>	42.97 <u>51.170</u>
0844	Police Communications Supervisor	POA281	39.68 <u>47.239</u>	41.85 <u>49.831</u>	44.16 <u>52.585</u>	46.60 <u>55.490</u>	49.16 <u>58.536</u>
0221	Detention Officer	POA221	34.50 <u>41.083</u>	36.39 <u>43.330</u>	38.40 <u>45.727</u>	40.53 <u>48.265</u>	42.76 <u>50.922</u>
0220	Detention Officer, Nurse	POA220	36.28 <u>43.189</u>	38.26 <u>45.554</u>	40.37 <u>48.071</u>	42.60 <u>50.728</u>	44.94 <u>53.514</u>
0222	Detention Shift Supervisor	POA222	39.48 <u>47.002</u>	41.65 <u>49.594</u>	43.95 <u>52.337</u>	46.37 <u>55.210</u>	48.93 <u>58.266</u>
0225	Police Recruit	POA225	30.01 <u>35.737</u>	31.65 <u>37.681</u>	33.40 <u>39.766</u>	35.23 <u>41.947</u>	37.18 <u>44.269</u>

Sworn

58.0% Increase Effective June ~~24~~0, 202~~36~~

Job No	Job Title	Pay Grade	A	B	C	D	E
0223	Police Officer	POA223	43.62 <u>51.937</u>	46.01 <u>54.788</u>	48.54 <u>57.802</u>	51.21 <u>60.977</u>	54.03 <u>64.336</u>
0159	Police Sergeant	POA159	55.97 <u>66.647</u>	59.05 <u>70.308</u>	62.30 <u>74.185</u>	65.75 <u>78.289</u>	69.34 <u>82.566</u>

POLICE OFFICERS' ASSOCIATION

EXHIBIT A – SALARY SCHEDULE

Non-Sworn

45.0% Increase Effective ~~June 22, 2024~~ June 19, 2027

Job No	Job Title	Pay Grade	A	B	C	D	E
0846	Police Communications Operator	POA280	36.40 <u>42.929</u>	38.41 <u>45.298</u>	40.52 <u>47.792</u>	42.76 <u>50.432</u>	45.12 <u>53.217</u>
0844	Police Communications Supervisor	POA281	41.66 <u>49.129</u>	43.94 <u>51.824</u>	46.37 <u>54.688</u>	48.93 <u>57.710</u>	51.62 <u>60.877</u>
0221	Detention Officer	POA221	36.23 <u>42.726</u>	38.21 <u>45.063</u>	40.32 <u>47.556</u>	42.56 <u>50.196</u>	44.90 <u>52.959</u>
0220	Detention Officer, Nurse	POA220	38.09 <u>44.917</u>	40.17 <u>47.376</u>	42.39 <u>49.994</u>	44.73 <u>52.757</u>	47.19 <u>55.655</u>
0222	Detention Shift Supervisor	POA222	41.45 <u>48.882</u>	43.73 <u>51.578</u>	46.15 <u>54.430</u>	48.69 <u>57.418</u>	51.38 <u>60.597</u>
0225	Police Recruit	POA225	31.51 <u>37.166</u>	33.23 <u>39.188</u>	35.07 <u>41.357</u>	36.99 <u>43.625</u>	39.04 <u>46.040</u>

Sworn

54.0% Increase Effective June ~~2219, 2024~~ 2027

Job No	Job Title	Pay Grade	A	B	C	D	E
0223	Police Officer	POA223	45.80 <u>54.014</u>	48.31 <u>56.980</u>	50.97 <u>60.114</u>	53.77 <u>63.416</u>	56.73 <u>66.909</u>
0159	Police Sergeant	POA159	58.77 <u>69.313</u>	62.00 <u>73.120</u>	65.42 <u>77.152</u>	69.04 <u>81.421</u>	72.81 <u>85.869</u>

POLICE OFFICERS' ASSOCIATION

EXHIBIT A – SALARY SCHEDULE

Non-Sworn

5.0% Increase Effective June 214, 20258

Job No	Job Title	Pay Grade	A	B	C	D	E
0846	Police Communications Operator	POA280	38.22 45.075	40.33 47.563	42.55 50.182	44.90 52.954	47.38 55.878
0844	Police Communications Supervisor	POA281	43.74 51.585	46.14 54.415	48.69 57.422	51.38 60.596	54.20 63.921
0221	Detention Officer	POA221	38.04 44.862	40.12 47.316	42.34 49.934	44.69 52.706	47.15 55.607
0220	Detention Officer, Nurse	POA220	39.99 47.163	42.18 49.745	44.51 52.494	46.97 55.395	49.55 58.438
0222	Detention Shift Supervisor	POA222	43.52 51.326	45.92 54.157	48.46 57.152	51.12 60.289	53.95 63.627
0225	Police Recruit	POA225	33.09 39.024	34.89 41.147	36.82 43.425	38.84 45.806	40.99 48.342

Sworn

5.0% Increase Effective June 2424, 20258

Job No	Job Title	Pay Grade	A	B	C	D	E
0223	Police Officer	POA223	48.09 56.715	50.73 59.829	53.52 63.120	56.46 66.587	59.57 70.254
0159	Police Sergeant	POA159	61.71 72.779	65.10 76.776	68.69 81.010	72.49 85.492	76.45 90.162

EXHIBIT B – ASSOCIATION BANK TIME

GUIDELINES FOR THE USE OF THE ASSOCIATION BANK TIME

- A. Any substantial¹ time used for the Huntington Beach Police Officers' Association business while the member is using that time, is on a working status and this time will be deducted from the Association Bank, as per the MOU.
- B. Any Association member desiring to use Association time, while on duty, shall obtain permission from their immediate supervisor, then from the President of the Association.

An Association member shall, on all but emergency situations, give adequate advance notice to their supervisor when requesting time off for Association business. If the employee's absence is less than one hour, use of Association bank time is not required. If the employee is away from work in excess of one hour, an Association book-time slip for all time away from work is required.

In the event that the President of the Association is not available to grant permission, the Vice-President will then have the responsibility to make the appropriate decision.

If the Association member's immediate supervisor will not grant the person who is requesting time off for Association business, then the President shall be immediately notified by the member.

If the business is of such a nature that it must be conducted by that particular Association member, then the President will take the matter to the Division level and every effort will be made to resolve the issue.

- C. Any member using Association time, while on duty, will submit an Association Bank Time Form and an overtime request form to the President. The member must write on top of the overtime form "ASSOCIATION BANK TIME OFF" and the payroll exception form will be signed by the Supervisor and the President of the Police Officer's Association or his representative.

The Association time hours must be tracked by use of a separate payroll code so that each time it is used it is specifically accounted for on the time sheet of the employee who uses it.

¹ Substantial time, being defined as that time in excess of one hour and where the Association member is not available for duty until the Association business is concluded.

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D. Those Association members that may use the Association Bank are:

1. President of the Huntington Beach Police Officers' Association.
2. Board of Directors of the Huntington Beach Police Officers' Association.
3. Members assigned to committees designated by the President or the Board of Directors.
4. PORAC Representative.
5. Any other Association member designated.

E. All memorandums and payroll exemption forms will be forwarded to payroll and the copies will be sent to the Secretary of the Association for accounting purposes.

EXHIBIT C – SERVICE CREDIT SUBSIDY

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 as provided below if the employee incurs expenses for medical premiums or purchases medical insurance to reimburse the retiree for the payment of qualified medical expenses incurred for the purchase of medical insurance.

If two retired employees are married or registered domestic partners and both were covered by this MOU at the time of retirement, each would receive a reimbursement equal to the amount of their monthly Service Credit Subsidy even if only one purchased the medical plan and the other was named as a dependent, irrespective of who was the purchaser of the medical plan. If a retired member has a spouse or registered domestic partner who has retired from another bargaining unit, that spouse or registered domestic partner is not precluded from receiving the subsidy if at the time of their retirement the MOU governing that individual authorized the subsidy. The City shall continue to treat this Subsidy as a non-taxable reimbursement unless otherwise required by the Internal Revenue Service.

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 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.

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- 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.

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 \$121.00. 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 or regular (permanent) service shall be entitled to maximum monthly Service Credit Subsidy by the City for each year of completed City service as follows:

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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

8. Medicare:

- a. All persons are eligible for Medicare coverage at age 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 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 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 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 65 is not eligible for paid Part A of Medicare and their spouse who is also age 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 65.
 - ii. At age 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.

EXHIBIT D – ADMINISTRATIVE APPEAL PROCEDURE

ADMINISTRATIVE APPEAL PROCEDURE

1. Authority

- a. 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 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 as defined in Government Code section 3303”: (i) written reprimands; and (ii) transfer for purposes of punishment with no 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 provision is intended to establish the Administrative Arbitration Panel to hear appeals from public safety officers. This provision only applies to an “Action” as defined above in “b”. (Government Code § 3304(b))

2. Administrative Arbitration Panel

- a. Appeals will be heard by a neutral fact finding group of three 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 employee selected by the POA, one employee selected by the – Chief of Police, and the third employee selected by mutual agreement between the first two panel members. If no agreement can be reached, the “strike-out” process will be used to select the third Panel member, with the POA and the Chief each submitting four names for consideration. A coin toss will determine the party striking first with the POA reserving the right to call the coin or defer.
- c. The panel member selected by the Chief of Police, the POA, and the panel member selected by the Chief of Police and the POA shall each select one alternate to the panel to serve in place of a panel member in case of conflicts of interest.

- d. A panel member will serve one year. 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.

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. Schedule 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.
- 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 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, they may do so provided that they notify the opposing party. 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.

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 POA 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)
 - Other Recommendation(s) to the Chief of Police
- f. In the event an officer's "Action" is Sustained, they 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.

EXHIBIT E – VOLUNTARY CATASTROPHIC LEAVE DONATION
VOLUNTARY CATASTROPHIC LEAVE DONATION

Guidelines

1. Purpose

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

2. Definitions

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

Family Member – For the purposes of this policy, the definition of family member is child, parent, spouse, domestic partner, grandchild, grandparent, sibling and in-laws.

3. Eligible Leave

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

4. Eligibility

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

- Accrues vacation or general leave;
- Is not 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 regular salary during the employee's period of approved catastrophic leave. Donations will be voluntary, confidential and irrevocable. Hours donated will be converted into a dollar amount based on the hourly wage of the donor. The dollar amount will then be converted into accrued hours based on the recipient's hourly wage.

An employee needing leave will complete a Leave Donation Request Form and submit it to the Department Director for approval. The Department Director will forward the form to Human Resources for processing. Human Resources, working with the department, will send out the request for leave donations.

Employees wanting to make donations will submit a Leave Donation Form to the Finance Department (City 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 the time from donors. Any donation form submitted that is not needed will be returned to the donor.

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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 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:	Date:
Human Resources Department Use Only	
End donation date will bridge to: ☐ Long Term Disability ☐ Medical Retirement beginning ☐ Length of FMLA leave ending ☐ Return to work	End donation date:
Human Resources Director Signature:	Date signed:

Please submit this form to the Human Resources ~~Office~~ Department for processing.

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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: ☐ Vacation ☐ Compensatory Time ☐ General Leave	Number of Hours I wish to donate: _____ Hours of Vacation _____ Hours of 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, comp or general leave hours to the Leave Donation Program for:

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

Please submit to Payroll in the Finance Department.

EXHIBIT F – JOB SHARING PROGRAM

A. Definition

Job Sharing: Two employees share one job, subject to the following conditions:

B. Eligibility

1. Police Officers eligible for this program must have three (3) years' experience as a patrol Officer for Huntington Beach Police. Lateral Officers with two (2) years prior patrol experience are eligible after two (2) years of patrol assignment with HBPD. Police Sergeants are not eligible for the job sharing program.
2. Police Communications Operators eligible for this program must have three (3) years' dispatch experience as a Police Communications Operator for Huntington Beach Police. Lateral Police Communications Operators with three (3) years of prior experience are eligible after two (2) years' experience with HBPD. Police Communications Supervisors must have three (3) years' dispatch experience as a Police Communications Operator and/or Police Communications Supervisor for Huntington Beach Police.
3. Detention Officers are eligible after two (2) years' experience as Detention Officers with HBPD. Detention Supervisors are eligible after two (2) years' experience as Detention Officers and/or Detention Supervisors with HBPD.

C. Benefits

Job Sharing employees will:

1. Bid for one position on a patrol squad or duty position.
2. Use the seniority of the junior member of the team to establish bid shift order.
3. Receive medical coverage for employee only, or a \$200 stipend upon proof of medical coverage per MOU proposal.
4. Accrue Seniority for PERS and the department on a half time basis.
5. Receive hourly pay.
6. Receive one half (1/2) uniform allowance.
7. Receive half education pay at individual rate.
8. Receive half holiday pay.
9. Receive 30 hours of Family Sick time per MOU.
10. Accrue General Leave on half time basis.
11. Earn seniority on half time basis.

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12. Earn compensation for court appearance per MOU.
13. Receive time and one half pay for mandatory overtime.

D. Conditions

1. Absent an emergency, employees seeking a return to full time assignment are required to give 90-day notice of intent.
2. In the event of an emergency separation of the sharing partner, the remaining partner will enjoy a 90-day window within the shared position before returning to full time employment.
3. The remaining partner will return to full time when the sharing partner leaves the position, unless replaced by another qualified job share employee.
4. Job sharing employees are not eligible for voluntary overtime.
5. Up to five positions would be eligible for job sharing in uniform patrol.
6. Only one position in dispatch and the jail would be eligible for job sharing.
7. Job sharing employees cannot work specialty assignments (i.e. SWAT, Beach Detail, HNT).
8. Job Sharing would be limited to a five (5) year term. Job sharing candidates leaving the position would be eligible for re-entry after one year in patrol.

EXHIBIT G – ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

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

This Labor Management Alternative Dispute Resolution Agreement ("Agreement") entered into by and between the City of Huntington Beach ("City") and the Huntington Beach Police Officers' Association ("HBPOA") 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(c).

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

Article II. Term of Agreement

The City and HBPOA 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 this Agreement. 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, 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

- 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 HBPOA. 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 (30) 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

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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 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 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 exclusion 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.

1. The Claims section of the Workers' Compensation Division shall make appointment(s) with the IME within ten (10) days of the date of the objection and/or notification of delay for employees covered under this Agreement.
2. 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.
3. 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.
4. 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.

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5. 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.
6. Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement.

H. Industrial Disability Retirements

1. The City and HBPOA recognize that the ADR process can also be utilized to obtain a competent medical opinion as it relates to determining an employees' eligibility for an Industrial Disability Retirement (IDR), pursuant to California Government Code Sections 21154 and 21156(a)(2).
2. Pursuant to the guidelines outlined in Article IV of this Agreement, the City and the HBPOA shall meet and confer to identify an agreed-upon listing of IMEs to serve as the competent medical examiner in reviewing an employees' eligibility for an IDR.

I. Use of IME When Medical Disputes Exist

1. 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).
2. Furthermore, City and HBPOA agree that IME reports will be admissible in any proceeding and/or hearing involving an injured employee.

Article IV. 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.

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- B. The parties agree that 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 and/or the HBPOA 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 V. 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.

EXHIBIT H – SPECIAL ASSIGNMENT PAY CHIEF PILOT PAY

SPECIAL ASSIGNMENT PAY

~~Except as otherwise noted, employees assigned to the following assignments shall receive Special Assignment Pay of three percent (3%) and serve in these assignments pursuant to the following terms:~~

~~I. — Detectives:~~

- ~~a. Existing detectives in permanent assignments shall be permitted to remain in those assignments (i.e., “grandfathered”) until they voluntarily relinquished the position, promote, are removed for just cause or separate from the City.~~
- ~~b. In each “section of the detective bureau (i.e., Crimes Against Persons, General, Economic) there shall be three designated positions (one per section) that are considered rotational positions. Those rotational positions shall be for a five (5) year term. All other detective positions shall be considered “permanent” assignments.~~
- ~~c. As incumbent “permanent” detectives leave their positions, the first vacancy in each section shall be converted to a rotational position. All other future vacancies from permanent positions shall be filled by selections to “permanent” position. Future vacancies from rotational positions shall be filled by selections to “rotational” positions.~~
- ~~d. When a permanent position becomes vacant, employees shall test specifically for the permanent positions. All employees, including Detectives in rotational positions, are eligible to test for permanent positions.~~

~~II. — Motors:~~

- ~~a. Existing police officers assigned as Motors in permanent assignments shall be permitted to remain in those assignments (i.e., “grandfathered”) until they voluntarily relinquished the position, promote, are removed for just cause or separate from the City.~~
- ~~b. There shall be five (5) Motor positions designated as “permanent” positions. The rest of the positions in Motors are considered rotational positions.~~
- ~~c. Rotational positions shall be for a five (5) year term.~~
- ~~d. As incumbent “permanent” Motors leave their positions, the first five motors vacancies shall be filled by employees in rotational positions. They shall be considered “rotational” and subject to a five (5) year term.~~
- ~~e. When a permanent position becomes vacant, employees shall test specifically for the permanent positions. All employees, including Motors in rotational positions, are eligible to test for permanent positions.~~

III. ~~Traffic Investigator:~~

- ~~a. There shall be one (1) traffic investigator position designated as a "permanent" position. The existing two employees assigned as traffic investigators are in a permanent assignment and shall be permitted to remain in that assignment (i.e., "grandfathered") until they voluntarily relinquished the position, promote, are removed for just cause or separate from the City.~~
- ~~b. The first traffic investigator position to become vacant shall be converted to a rotational position. Should additional non-motor traffic investigator positions be authorized, they shall be considered "rotational". All rotational traffic investigator positions shall be subject to a five (5) year term.~~
- ~~c. When a permanent traffic investigator position becomes vacant, employees shall test specifically for the permanent positions. All employees, including Traffic investigators in rotational positions, are eligible to test for permanent positions.~~

IV. ~~Aero Bureau:~~

- ~~a. All Officers and Sergeants assignments in the Aero Bureau are permanent assignments. Employees shall be permitted to remain in those assignments until they voluntarily relinquished the position, promote, are removed for just cause or separate from the City.~~

V. ~~Canine Handlers:~~

- ~~a. Assignments to the canine handler position shall generally be "for the life of the dog". If the assignment is of a duration that is less than three years, due to an issue with the canine, an additional dog may be assigned and still count as one term. A canine handler may be assigned a second term as a handler, upon request and approval of the Police Chief, who has full discretion whether to approve the second term or not.~~

VI. ~~Regional Task Forces / Special Investigations Bureau (SIB) / Special Events Coordinator (Sergeant) / Homeless Task Force (HTF) / Training Unit / Professional Standards Unit / Special Enforcement Team (Downtown Foot Beat excluding the seasonal Beach Detail) / DUI Unit / School Resources Officer / Backgrounds Investigator / Jail Manager (1 Sgt.) / Administrative Dispatch Supervisor:~~

- ~~a. Each of the above assignments is considered "rotational" and is subject to a five (5) year term.~~
- ~~b. Should the City create any new special assignments, they shall be paid according to the terms of the MOU and shall be covered by the terms of this~~

~~provision, unless otherwise specifically agreed by the Association and the City.~~

~~VII. Chief Pilot: See separate Attachment Exhibit I to the MOU.~~

~~VIII. Selection Process for Special Assignments:~~

~~Employees will be selected for Special Assignments through a testing process, which will at a minimum include the following components:~~

- ~~a. Submittal of written request for the assignment, that shows that any applicable prerequisites are satisfied.~~
- ~~b. Written examination, which will be weighed 25% of total score.~~
- ~~c. Oral interview, which will be weighed 75% of total score:
 - ~~1. The oral interview panel will include a supervisor for desired assignment.~~~~
- ~~d. A ranked eligibility list will be established based on candidates' total score.~~
- ~~e. The Division Commander and Police Chief shall appoint candidates to the special assignment using a "rule of five" (i.e., any candidate among the top five scoring candidates may be selected. When a candidate is appointed, the sixth highest scoring candidate will then move into the top five for future appointments.~~
- ~~f. The duration of eligible lists shall be 6 months.~~

~~EXHIBIT H1 – CHIEF PILOT~~

~~CHIEF PILOT~~

~~DUTIES~~

The Chief Pilot is responsible for monitoring the aeronautical proficiency of all Air Support Pilots. The Chief Pilot also evaluates current and proposed flight operations, aircraft and flight training programs. The Chief Pilot reviews safety, training, maintenance and operational needs to ensure an acceptable level of standardization exists within the division.

The Chief Pilot is also responsible for the following:

- Conduct or facilitate an FAA flight review every 2 years as mandated by FAR 61.56.
- Provide flight instruction as needed.
- Establish special flight training, educational programs or FAA-mandated training for pilots.

POLICE OFFICERS' ASSOCIATION

- Evaluate all rules, policies and regulations regarding air support pilots, aircraft and operations.
- Review all specialized training affecting pilots.

ELIGIBILITY REQUIREMENTS AND PREREQUISITE EXPERIENCE.

To be eligible for the position of Chief Pilot, unit employee shall possess the following:

- 1) Flight Certificates
 - a) Commercial Rotorcraft rating
 - b) Certified Helicopter Flight Instructor rating
- 2) Flight Hours
 - a) A minimum of 1000 hours as a pilot-in-command (helicopter)
 - b) A minimum of 100 hours of helicopter flight instruction
- 3) Education
 - a) A minimum of 50 hours of combined aviation education covering aviation safety, mishap management, crew resource management, flight training and aviation regulations and procedures.
- 4) Demonstrated leadership and communication skills.

SELECTION PROCESS

- 1) Selection Process for Chief Pilot will include a testing process, which will, at a minimum, include the following:
 - a) Submittal of Written Request for Assignment, demonstrating that all prerequisites are satisfied.
 - b) Oral Interview (Panel to include the Unit Supervisor).
 - c) Review & Assessment of work history, including input from current and former supervisors and managers (if applicable).
 - d) Input from specialty assignment chain of command.
 - e) Ultimately requires approval of Division Commander and Police Chief.
- 2) 5-year initial assignment with indefinite ability to extend in one-year increments at the sole discretion of the Chief of Police.