

# SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF HUNTINGTON BEACH

AND

HUNTINGTON BEACH POLICE OFFICERS' ASSOCIATION

This Side Letter of Agreement ("Agreement") between the City of Huntington Beach ("City") and the Huntington Beach Police Officers' Association ("HBPOA") (is entered into with respect to the following:

**WHEREAS**, the Parties are parties to Memorandum of Understanding (MOU) with a term of July 1, 2023 to June 30, 2026; and

**WHEREAS**, the parties have spent time following the completion of their negotiations to address the pensionability of numerous forms of pay included in their MOU; and

**WHEREAS**, as a result of the parties' discussion, the parties wish to make changes to their MOU; and

**WHEREAS**, the following sets forth the Parties' Agreement:

The parties' agree to modify their MOU as can be seen by the track changes included in the articles of the MOU below:

## ARTICLE VII - SPECIAL PAY

### A. Educational Pay

#### 1. Police Professional Development Plan

The Professional Development Plan for sworn personnel shall be as follows:

- a. College Degree Program
  - i. Upon earning an AA Degree or equivalent units attaining "Junior status" 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. This 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).

- iv. The parties agree, to the extent permitted by law, the compensation ~~in~~ for the College Degree Program~~this section~~ is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) and Section 571.1(b)(2) Educational Incentive Pay.
- 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~~in this section~~ is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) and Section 571.1(b)(2) Peace Officer Standard Training (POST) Certificate Pay.
  - 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) ~~"Junior" status~~ by submission of written verification that the employee has completed 60 or more accredited units ~~and has achieved Junior status with that educational institution.~~
  - 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 ~~in this section~~ is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) and Section 571.1(b)(2) Peace Officer Standard Training (POST) Certificate Pay.

The maximum benefit that may be paid to an employee under Article VII, Section (A)~~(1)~~ (Police Professional Development Plan) is ~~fourteen~~twelve percent (~~14~~12%) of the base hourly rate. In addition, Sergeants may be eligible for POST Supervisory Leadership Institute pay as provided in subparagraph 3, 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 PremiumPay - 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), pursuant to the Nurse classification job description, 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 assigned using a computerized staffing program, such as In-Time, and according to the parameters set forth herein.
- ii. The parameters for programing 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.

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 in this section~~ (Nurse Certification or Degree Premium Pay) 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.

A.B. Special Assignment Pay

~~The provision of special assignments, including the pay is set forth in Exhibit H to this MOU. 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. 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.~~

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 candidates may 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 Premiums:

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 ~~three designated one~~ positions (one per section except Major Crime) ~~that are~~ that is considered a "rotational" positions. 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. Each "section" of the All Special Investigations bureau positions (i.e., Narcotics, Vice, Gangs, Crime Task Force, Regional Task Force and Intel) are considered rotational positions.

f. These A rotational positions shall be for a five (5) year term. All other detective positions shall be considered "permanent" assignments.

~~a. 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.~~

~~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.~~

## 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 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.

a.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.

b.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.

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 relinquished 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 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

This is special assignment compensation to police officers who are assigned as a backgrounds investigator, employees assigned to the Professional Standards Unit and the Administrative Sergeant (who supervise 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.

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.

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.
- 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.

~~B. Flight Pay— Employees assigned to the Air Support Unit to fly in 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. 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) Flight Time Premium.~~

~~C. Chief Pilot/Safety Officer— One employee will be designated as the Chief Pilot/Safety Officer and shall be paid five percent (5%) of their base hourly rate of pay in addition to other compensation. The duties, eligibility requirements and selection process are set forth in Exhibit I to the MOU. 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) Flight Time Premium.~~

~~D. Certified Flight Instructors— Employees assigned as certified flight instructors shall be paid thirteen percent (13%) of their base hourly rate of pay in addition to other compensation. This pay is in lieu of Flight Pay defined in Section B above. 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) Flight Time Premium.~~

~~E.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.~~

~~F. Motor Pay~~

~~1. Employees regularly assigned to motorcycle duty shall be paid five percent (5%) of their base hourly rate of pay in addition to other compensation. This pay shall also be paid for the hours an employee is in training for this assignment.~~

~~2. 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 Department shall supply necessary materials needed to perform the following duties:~~

- ~~a. Keeping the assigned motorcycle cleaned and waxed.~~
- ~~b. Keeping the drive chain properly lubricated and adjusted, if applicable.~~
- ~~c. Performing a daily check of the motorcycle fluid levels and tire pressure.~~
- ~~d. Scheduling required routine services at specified mileage intervals with police motorcycle mechanics.~~

~~—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.~~

~~G. Bilingual Pay—Qualified employees who meet the criteria shall be paid five percent (5%) of their base hourly rate of pay in addition to other compensation. Human Resources will have written and oral tests designed and administered to test for qualifications. The qualifications will cover the more routine foreign language requirements in filling out crime reports, interviewing suspects and witnesses, and responding to the public on matters relating to an incident or other police action.~~

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

~~2. Authorization of qualified employees for bilingual compensation will be based on the following:~~

- ~~a. A need for the employee to use the language in the City to support the implementation of police operations.~~
- ~~b. At the discretion of the Chief of Police, the number of employees qualified in each category may be limited based on department needs.~~
- ~~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.~~

~~3. 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.~~

~~H. 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. President's Day (third Monday in February)~~
- ~~d. Memorial Day (last Monday in May)~~
- ~~e. Independence Day (July 4)~~
- ~~f. Labor Day (first Monday in September)~~
- ~~g. Veteran's Day (November 11)~~
- ~~h. Thanksgiving Day (fourth Thursday in November)~~
- ~~i. Friday after Thanksgiving~~
- ~~j. Christmas Day (December 25)~~

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~~J. FTO Compensation—Compensation shall be one quarter (.25) hours pay at the base hourly rate, which may be deposited as compensatory time, for each hour worked as a Field Training Officer in addition to other compensation for the following assignments:~~

~~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.~~

~~Detention Employees designated to act as Training Officers.~~

~~Motor Officers designated to act as Training Officers.~~

~~Communication Employees designated as Training Officers.~~

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

DK. 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.

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.

EL. Retention Pay – ~~For n~~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 ~~I-D~~ above (either because they have not worked for the City or in the same classification for twenty (20) years or more), ~~they~~ 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.

FM. 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 ~~pays in this section are considered~~ special pays ~~and~~ 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, ~~but not reported to PERS as special compensation.~~

GN. 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.

~~O. Nurse Pay - Employees in the classification of Detention Shift Supervisor, who possess a Nurse certification, pursuant to the Nurse classification job description, shall receive five percent (5%) of their base hourly rate, for so long as they possess the Nursing Degree or certification.~~

~~1. Overtime~~

~~a. Overtime shifts among employees in the Detention Officer, Nurse Detention Officer and Detention Shift Supervisor classifications shall be assigned using a computerized staffing program, such as In-Time, and according to the parameters set forth herein.~~

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

~~3) 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.~~

~~4) 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.~~

~~2. Detention Shift Supervisor:~~

~~a. 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.~~

~~b. Shift Bidding:~~

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

~~3. Nurse Detention Officer and Detention Officer:~~

~~a. 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.~~

~~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.~~

~~b. 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 in this section (Nurse Pay) 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.~~

## ARTICLE IX - HOURS OF WORK/OVERTIME

### B. Other Time:

~~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 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.~~

~~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.~~

## ARTICLE XII – LEAVE BENEFITS

### 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. President's Day (third Monday in February)
  - d. Memorial Day (last Monday in May)
  - e. Independence Day (July 4)
  - f. Labor Day (first Monday in September)
  - g. Veteran's Day (November 11)

- h. Thanksgiving Day (fourth Thursday in November)
- i. Friday after Thanksgiving
- j. Christmas Day (December 25)

## ~~EXHIBIT H—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 assignment pursuant to the following terms:~~

### Detectives:

~~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.~~

~~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.~~

~~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.~~

~~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.~~

### Motors

~~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.~~

~~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. 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.~~

~~d. 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.~~

### Traffic Investigator

~~4) 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.~~

~~5) 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.~~

~~6)4) 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.~~

~~2. 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~~

~~3. 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 a second term or not.~~

~~4. 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 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.~~

~~5. Chief Pilot — See separate Attachment to the MOU.~~

~~6. 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:~~

- ~~g. Submittal of written request for the assignment, that shows that any applicable prerequisites are satisfied.~~
- ~~h. Written examination, which will be weighed 25% of total score.~~
- ~~i. Oral Interview, which will be weighed 75% of total score:
  - ~~a. The oral interview panel will include a supervisor for desired assignment.~~~~
- ~~j. A ranked eligibility list will be established based on candidates' total score.~~
- ~~k. 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 selected. When a candidate is appointed, the sixth-highest scoring candidate will then move into the top five for future appointments.~~
- ~~l. The duration of eligible lists shall be 6 months.~~

## CHIEF PILOT

~~At any given time, there will be no more than one employee assigned as 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.
- 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:

- i) Submittal of Written Request for Assignment, demonstrating that all prerequisites are satisfied.
  - ii) Oral Interview (Panel to include the Unit Supervisor).
  - iii) Review & Assessment of work history, including input from current and former supervisors and managers (if applicable)
  - iv) Input from specialty assignment chain of command
  - v) 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.

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

**CITY OF HUNTINGTON BEACH**

**HUNTINGTON BEACH  
POLICE OFFICERS' ASSOCIATION**

By: \_\_\_\_\_  
Travis Hopkins  
City Manager

By: \_\_\_\_\_  
Mark Wersching  
POA President

By: \_\_\_\_\_  
Marissa Sur  
Director of Human Resources

By: \_\_\_\_\_  
Jake Knox  
POA Vice President

By: \_\_\_\_\_  
Peter J. Brown  
Chief Negotiator

By: \_\_\_\_\_  
Sean McDonough  
POA Board Member

By: \_\_\_\_\_  
Eric Parra  
Chief of Police

By: \_\_\_\_\_  
  
Robert Wexler  
Chief Negotiator

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Mike Vigliotta  
City Attorney

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

**CITY OF HUNTINGTON BEACH**

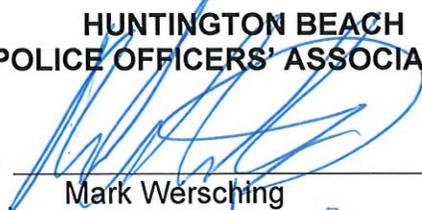
By:   
Travis Hopkins  
City Manager

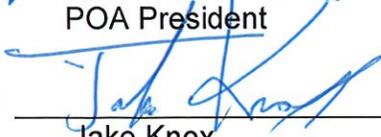
By:   
Marissa Sur  
Director of Human Resources

By: *Peter J. Brown*  
Peter J. Brown  
Chief Negotiator

By:   
Eric Parra  
Chief of Police

**HUNTINGTON BEACH  
POLICE OFFICERS' ASSOCIATION**

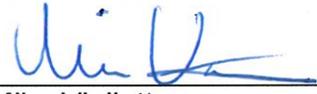
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**APPROVED AS TO FORM**

By:   
Mike Vigliotta  
City Attorney