

CITY OF HUNTINGTON BEACH

Interdepartmental Memo

TO: City Council

FROM: Fred A. Wilson, City Manager

PREPARED BY: Michele Warren, Director of Human Resources

DATE: March 4, 2019

SUBJECT: **Supplemental Communication – POA MOU**

The Human Resources Department submitted RCA 19-280 for City Council Action regarding a resolution approving and implementing the Memorandum of Understanding (MOU) with the Huntington Beach Police Officers' Association (HBPOA) for October 1, 2017, through December 31, 2019.

There were clarifying updates to language regarding the implementation of the following sections of the MOU:

1. Article XII(A)(6) – Vacation Conversion to Cash
2. Article XII(G) – Cash out of Comp Time
3. Article X(B)(4) – Medical/Vision Opt-Out

The updated language changes clarify and better reflect the intent and agreement of the parties.

Motion to:

A) Adopt Resolution No. 2019-15, "A Resolution of the City Council of the City of Huntington Beach, approving and implementing the Memorandum of Understanding (MOU) with the Huntington Beach Police Officers' Association (HBPOA) for October 1, 2017, through December 31, 2019."

B) Authorize the City Manager to execute the Memorandum of Understanding (MOU).

Memorandum of Understanding

Between

Huntington Beach
Police Officers' Association



and

City of Huntington Beach



October 1, 2017 – December 31, 2019

**MEMORANDUM OF UNDERSTANDING
POLICE OFFICERS' ASSOCIATION
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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 October 1, 2017 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 October 1, 2017 and ending at 11:59 p.m. on December 31, 2019. 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.

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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 Memorandum of Understanding.

Nothing herein shall change the City's obligation to meet and confer as to the effects of any such management decision upon wages, hours, 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, terms and conditions of employment.

The parties agree 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 Memorandum of Understanding shall not change existing terms, conditions of employment that have been established in prior agreements between 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 any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution or its application to other persons. The City Council hereby declares that it would have adopted this MOU and each section, 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.
- B. Collection of Payroll Overpayments - In the event that a payroll over payment 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

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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. Police Professional Development Plan

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

a. College Degree Program

- i. Upon earning an AA Degree or 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 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, an employee shall be paid six percent (6%) of base hourly rate of pay in

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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 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.

2. Stipulations:

- a. Eligibility must be approved by the Chief of Police. An employee must maintain his/her certification to remain eligible for the pay.
- b. Obtaining transcripts or other acceptable documentation is the employee's responsibility. An employee may verify "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.

3. POST Supervisory Leadership Institute:

Police Sergeants that have completed the POST Supervisory Leadership Institute shall receive \$80 per month. The parties agree, to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) and Section 571.1(b)(2) Peace Officer Standard Training (POST) Certificate Pay.

- 4. The maximum benefit that may be paid to an employee under Section (A) (Police Professional Development Plan) is twelve percent (12%) of the base hourly rate. In addition, Sergeants may be eligible for POST Supervisory Leadership Institute pay as provided in subparagraph 3, above.

- 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, 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. 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.
- D. 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

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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.

E. Motor Pay

1. Employees regularly assigned to motorcycle duty shall be paid as hazardous duty pay five percent (5%) of their base hourly rate of pay in addition to other compensation.
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.

F. 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.

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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. Retesting may be done on an annual basis.
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.

G. 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 (100) 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)

- H. 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:

1. 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.
2. Detention Officers designated to act as Training Officers.

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3. Motor Officers designated to act as Training Officers.
4. 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.

- I. 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. Ten percent (10%) 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.

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.

- J. Effective Date of Special Pays - All special pay shall be effective the first full pay period following certification 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.
- K. 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.
- L. 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.

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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 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 a least one full shift, separately from payroll checks. It is the mutual intent of the parties that this allowance shall be utilized solely for the purpose of replacing, repairing and maintaining uniforms and clothing worn in the line of duty. The City will continue to make initial issuance of required uniforms and replace uniforms and equipment damaged in the line of duty including safety equipment required by state law, City resolution or ordinance, or by order of the Chief of Police.
2. 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.

D. One Time Payment for Law Enforcement Equipment

Effective at the beginning of the pay period following City Council approval of this 2017-2019 MOU, all employees in the unit on that date will receive a one-time lump sum payment of one thousand two hundred dollars (\$1,200.00) which is to reimburse employees for the previous and future purchases of law enforcement related equipment. This payment will only be made to employees in the unit at the beginning of the pay period following City Council approval of this 2017-2019 MOU. The employees in the unit acknowledge that the reimbursement will be used solely for out

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of pocket costs they have and will incur for equipment related to their job. The parties agree and acknowledge that since this one time lump sum payment is specifically being made for the reimbursement of out of pocket costs of work related equipment, it is not special compensation (as defined under Title 2 Section 571 for classic member employees) and therefore will not be reported to CalPERS as compensation earnable. This payment will be made one time and the City is not obligated to make it again unless the parties affirmatively agree to such a payment in the future.

ARTICLE IX - HOURS OF WORK/OVERTIME

A. Work Schedule:

1. The work schedules agreed to by the City and the Association shall be as 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 said 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.
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) hours 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.
3. 7/11.5 Schedule – The “7/11.5” work schedule applies to designated employees of the Uniform 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 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 equaling eighty (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

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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) hour 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 a five (5) day, eight (8) hour work week in lieu of their regular work schedule.
4. Forty (40) Hour Work Week Communications Center - Non-Sworn employees who are assigned to the Communications Center currently work a 4/10 work schedule. Upon mutual agreement of the Police Chief and the Association, the work schedule for the Communications Center may be changed to a work schedule of 11 hours and 25 minutes a day. One (1) work week shall consist of three consecutive shifts of 11 hours and 25 minutes and one (1) work week of four consecutive shifts of 11 hours and 25 minutes. The two (2) week cycle then repeats itself.

Effective at the next shift change (scheduled for late May 2019) the work schedule of employees in the Communications Operator-PD and Communications Supervisor-PD classifications shall be a 3/12.5+5 schedule in which employees are scheduled to work three 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. Employees may arrange shift trades such that the employee's work one 10hour day each 28 days. These employees' FLSA workweeks shall begin exactly 2.5 hours into the start time of their five hour shift and end exactly 168 hours later.

At the discretion of the Police Chief, the 3/12.5+5 work schedule may be terminated effective at the end of three deployments, (the third deployment is scheduled to end in May 2020) provided notice of such termination is provided to the President of HBPOA in writing before February 12, 2020. If terminated, the affected employees shall revert to the 4/10 work schedule described in the first paragraph of this Article IX. A. 4.

5. 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.

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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.

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 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 if by December 31, 2019, they have been unable to agree upon a successor MOU, the compensatory time off provisions will continue unless either 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 the other 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 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.

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- 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 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 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.

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. On-Call Court Time shall

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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 - Employee shall be paid two (2) hours of pay at their regular rate of pay for subpoenas 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 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 24 (twenty-four) hour period, or any part thereof, of standby status.
 - 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 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 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 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

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 the 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 his or her 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. This benefit will continue until December 31, 2019 on which day it will sunset unless the parties affirmatively negotiate to maintain or modify it. At such time, the City will no longer have the obligation to make this \$100.00 contribution to the Trust.

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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 not apply to an employee who is entitled to receive full retiree medical coverage due to his or her 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 medical 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 coverage and shall continue through the end of the month in which the employee

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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:

- i. Employee only ("EE") – The cost of the medical premium up to a maximum of \$699.00. Effective in the pay period which includes February 1, 2019, the amount is increased to \$774.00.
- ii. Employee + one dependent ("EE" + 1) – The cost of the medical premium up to a maximum of \$1,399.00. Effective in the pay period which includes February 1, 2019, the amount is increased to \$1,623.00
- iii. Employee + two or more dependents ("EE" + 2) – The cost of the medical premium up to a maximum \$1,789.00. Effective in the pay period which includes February 1, 2019, the amount is increased to \$2,076.00.
- iv. 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.

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2. Dental Insurance

The annual maximum benefit for the Delta Dental PPO plan is \$2000 (two thousand dollars).

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

3. Retiree (Annuitant) Coverage

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

a. City Contribution (Unequal Contribution Method) for Retirees

As allowed by the Government Code and the CalPERS Board, and requested by the Association, the City 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 was 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.

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c. Termination Clause

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

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

4. Medical/Vision 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.

5. 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.

6. 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.

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7. 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 no longer provide a City sponsored LTD Program.
- b. HBPOA shall contract with an authorized provider for a LTD program for the employees represented by the HBPOA.
- c. The City shall pay to HBPOA for the cost of LTD premiums not to exceed thirty-eight dollars (\$38) per month per occupied covered position represented by HBPOA.
- 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 which 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;

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- 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.
8. 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 (\$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's safety retirement plan shall be covered by the Fourth Level of the 1959 Survivor Benefit.
- 3. Pre-retirement Optional 2 Death Benefit (California Government Code Section 21548 – Safety Employees)
- 4. One-Year Final Compensation (California Government Code Section 20042)
- 5. "Classic 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 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.

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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.

C. Retirement Benefits for Safety and Miscellaneous Employees - Self-Funded Supplemental Retirement Benefit – In the event a PERS member elects Option #1, #2, #2W, #3, #3W or #4 of the Public Employees' Retirement law, and the member is a unit employee who was hired prior to July 6, 1998, the City shall pay the difference between such elected option and the unmodified allowance which the member would have received for his/her life alone as provided in California Government Code sections 21455, 21456, 21457, and 21548 as said referenced Government Code sections exist as of the date of this agreement. This payment shall be made only to the member, shall be payable by the City during the life of the member, and upon that member's death, the City's obligation shall cease. The method of funding this benefit shall be at the sole discretion of the City. All unit employees hired after July 6, 1998 shall not be eligible for this benefit.

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).

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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% @ Age 57 retirement formula set forth in California Government Code Section 7522.25(d) for all safety employees defined as "new members" per the Public Employees' Pension Reform Act of 2013 (PEPRA) represented by the Association.
2. 1959 Survivors' Benefit Level IV (California Government Code Section 21574) – 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 his or her retirement, or some other 36 consecutive month period designated by the member, as required by California Government Code Section 7522.32(a).

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 his or her retirement, or some other 36 consecutive month period designated by the member, as required by California Government Code Section 7522.32(a).

ARTICLE XII - LEAVE BENEFITS

A. Vacation:

1. Anniversary Date - For the purpose of computing vacation, an employee's anniversary date shall be the most recent date on which he/she commenced full-time City employment.
2. Annual Vacation - The purpose of annual vacation is to provide a rest period, which will enable each employee to return to work physically and mentally refreshed. All employees shall be entitled to annual vacation with pay *except* the following:
 - a. Employees who have not completed six (6) months of continuous service with the City.
 - b. Employees who work less than full-time who are not permanent.
 - c. Employees on leave of absence.
3. Vacation Accrual - Employees in the City's service, having an average work week of forty (40) hours, shall accrue annual vacation with pay in accordance with the following:
 - a. For the first (1st) through the fourth (4th) year of continuous service, vacation time will be accrued at the rate of one hundred twelve (112) hours per year (4.31 biweekly).
 - b. For the fifth year (5th) and through the ninth (9th) year of continuous service, vacation time will be accrued at the rate of one hundred thirty six (136) hours per year (5.23 biweekly).
 - c. For the tenth (10th) year and through the fourteenth (14th) year of continuous service, vacation time will be accrued at the rate of one hundred sixty (160) hours per year (6.15 biweekly).
 - d. For the fifteenth (15th) year and thereafter of continuous service, vacation time will be accrued at the rate of one hundred ninety two (192) hours per year (7.38 biweekly).
4. Vacation
 - a. No employee shall be permitted to take a vacation in excess of actual time earned and vacation shall not be accrued in excess of four hundred (400) hours. Vacations shall be taken only with permission of the Chief of Police; however, the Chief of Police shall schedule all vacations with due

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consideration for the wish of the employee and particular regard for the need of the department.

- b. Vacation accumulated in excess of the four hundred (400) hour cap shall be paid at the base hourly rate of pay on the first pay day following such accumulation.
5. Vacation Pay at Separation For Employees Exempt From the Retirement Medical Trust – These employees shall be paid for unused vacation upon separation of employment at which time they shall be paid compensation at their current regular rate of pay for all unused, earned vacation to which they are entitled through their last day of employment.
6. Vacation Conversion to Cash - Through the end of 2019, an employee may elect to take up to eighty (80) hours of pay at their current regular rate of pay per calendar year for accrued vacation in lieu of time off. It is the intent of the parties that employees will take vacation during the current year.

Effective in calendar year 2020, on or before the beginning of the pay period which includes December 15 (starting in 2019) of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accrued vacation which will be earned in the following calendar year at the employee's regular rate of pay. By Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

7. Deferred Compensation/Vacation Cash Out - The value of any unused earned vacation may be transferred to deferred compensation at the regular rate of pay in connection with separation from employment, but only during the time the employee is actively employed with the City. The employee must request the transfer no later than the pay period prior to the employee's last day of employment. Any unused earned vacation remaining upon separation will be transferred to the qualified medical retirement trust program on a pre-tax basis

B. Sick Leave Compensation

1. All employees shall be entitled to use a maximum of sixty (60) calendar days paid sick leave per incident or illness. This leave shall not accumulate beyond the one year maximum and there shall be no pay off rights to unused leave upon separation of employment from the City.
2. Police Sergeants Sick Leave Pay Off
 - a. Police Sergeants promoted before December 23, 2000, shall be entitled to the following sick leave payoff plan:

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At separation from employment, all employees shall be paid, at their regular rate of pay, for twenty-five percent (25%) of unused, earned sick leave to four hundred eighty (480) hours accrued, and for thirty-five (35%) of all unused, earned sick leave in excess of four hundred eighty (480) hours, but not to exceed seven hundred twenty (720) hours. No Police Sergeant shall be paid at separation for more than seven hundred twenty (720) hours of unused, accumulated sick leave.

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

The City will provide family and medical care leave for eligible employees that meet all requirements of State and Federal law. Rights and obligations are set forth in the Department of Labor Regulations implementing the Family Medical Leave Act (FMLA), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA). Time off for a work related injury shall not run concurrently with FMLA or CFRA leave for sworn and detention employees.

The City shall comply with all State and Federal leave benefit entitlements laws. An employee on an approved leave shall be allowed to use paid Sick Leave and earned Vacation, and/or Compensatory Time for the duration of the approved leave.

- E. Catastrophic Leave Donation Program - Under certain conditions, employees may donate leave time to another employee in need. The program is outlined in Exhibit F.
- F. Nurse Employees Certification - The City shall allow licensed nurse employees time off with pay to attend required courses necessary to maintain certification requirements.
- G. Cash Out of Compensatory Time Off - Through the end of 2019, twice each year, employees may, at their option, be paid for their compensatory time off. Payment when requested under this section shall be at the employee's regular rate of pay in effect at the time the request is made.

Effective in calendar year 2020, on or before the beginning of the pay period which includes December 15 (starting in 2019) of each calendar year, an employee may

POLICE OFFICERS' ASSOCIATION

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

- H. Association Business - An allowance of one thousand forty (1040) hours per year 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 Department Head and the Human Resources Director, employees may be compensated for actual cost of tuition, 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 Department Head and Human Resources Director.

POLICE OFFICERS' ASSOCIATION

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

B. Meal Allowance:

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

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

2. Per Diem Schedule - Forty-five dollars (\$45) per twenty-four (24) hour period or prorated as follows; Breakfast – Ten dollars (\$10.00), Lunch – Fifteen dollars (\$15.00), Dinner – Twenty dollars (\$20.00).

C. Mileage Allowance - The City shall reimburse employees for the use of personal automobiles at the existing IRS reimbursable rate.

D. 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, he/she shall be fully vested with ownership. Employees are responsible for paying the gun transfer fee when the weapon is transferred to them.

E. 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.

F. 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.

POLICE OFFICERS' ASSOCIATION

The following unit classifications 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 reasonably 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.

- G. 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.
- H. 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.
- I. 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).
- J. 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.
- K. Administrative Dispatcher Assignment
 - 1. The Administrative Dispatcher assignment will be for two years. The employee in the assignment on the date of City Council approval of this 2017-19 MOU will stay in the assignment for two years from her 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 Communications Manager has the discretion to keep the assignment vacant or to appoint another (i.e., a different person) Communications Supervisor to the assignment for one year.
 - 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.

POLICE OFFICERS' ASSOCIATION

- 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 Communications Administrative Supervisor will not be above the Communications Supervisor in the Organizational Chart and will be reflected as follows in the Communications 1 Manual:

Communications Manager
Communications Supervisor
Communications Administrative Supervisor
Communications Operator

POLICE OFFICERS' ASSOCIATION

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this ____ day of ____ 2019.

CITY OF HUNTINGTON BEACH

**HUNTINGTON BEACH
POLICE OFFICERS' ASSOCIATION**

By: _____
Fred A. Wilson
City Manager

By: _____
Yasha Nikitin
POA President

By: _____

Robert Handy
Chief of Police

By: _____
Sean McDonough
POA Vice President

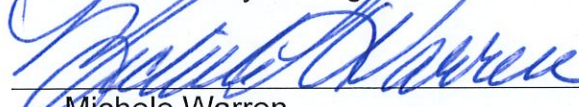
By: _____
Peter J. Brown
Chief Negotiator

By: _____
Pete Teichmann
POA Board Member

By: _____


Lori Ann Farrell-Harrison
Assistant City Manager

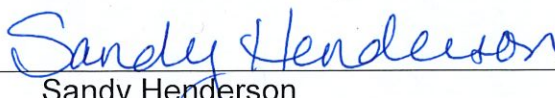
By: _____
Robert Wexler
Chief Negotiator

By: _____

Michele Warren
Human Resources Director

By: _____

Brian Seitz
Police Captain

By: _____

JoAnn Diaz
Principal Human Resources Analyst

By: _____

Sandy Henderson
Senior Human Resources Analyst

APPROVED AS TO FORM

By: _____

Michael E. Gates
City Attorney

POLICE OFFICERS' ASSOCIATION

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this ____ day of ____ 2019.

CITY OF HUNTINGTON BEACH

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POLICE OFFICERS' ASSOCIATION**

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By: _____
JoAnn Diaz
Principal Human Resources Analyst

APPROVED AS TO FORM

By: _____
Sandy Henderson
Senior Human Resources Analyst

By: _____
Michael E. Gates
City Attorney

**POLICE OFFICERS' ASSOCIATION
EXHIBIT A – SALARY SCHEDULE**

Effective September 24, 2016

**Non-Sworn
3.0% Increase Effective September 24, 2016**

Job No	Job Description	Pay Grade	A	B	C	D	E
0280	Communications Operator - PD	POA280	29.63	31.27	32.99	34.81	36.73
0281	Communications Supervisor - PD	POA281	33.92	35.78	37.76	39.84	42.03
0221	Detention Officer	POA221	29.50	31.12	32.83	34.64	36.55
0220	Detention Officer, Nurse	POA220	31.01	32.71	34.51	36.41	38.41
0222	Detention Shift Supervisor	POA222	33.75	35.61	37.57	39.64	41.83
0225	Police Recruit	POA225	25.65	27.06	28.55	30.12	31.78

**Sworn
3.0% Increase Effective September 24, 2016**

Job No	Job Description	Pay Grade	A	B	C	D	E
0223	Police Officer	POA223	37.29	39.34	41.50	43.78	46.19
0159	Police Sergeant	POA159	47.85	50.48	53.25	56.20	59.28

**POLICE OFFICERS' ASSOCIATION
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 Memorandum of Understanding.
- 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 his/her 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 Officers' Association or his representative.

The communiqué will have the exact time and date that was used for the Association business, the location where the business was conducted.

- 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.

¹ 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.

**POLICE OFFICERS' ASSOCIATION
EXHIBIT B – ASSOCIATION BANK TIME**

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.

**POLICE OFFICERS' ASSOCIATION
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 his or her 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 his/her 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.
 - 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 his/her 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

POLICE OFFICERS' ASSOCIATION
EXHIBIT C – SERVICE CREDIT SUBSIDY

Huntington Beach. Said service must be continuous unless prior service is reinstated at the time of his/her 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 dollar amount which is equal to the qualified medical expenses incurred for the purchase of City sponsored medical insurance.
7. Maximum Monthly Service Credit Subsidy Payments - All retirees, including those retired as a result of disability, whose number of years of service prior to retirement exceeds ten (10) continuous years of regular (permanent) service shall be entitled to maximum monthly Service Credit Subsidy by the City for each year of completed City service as follows:

Maximum Service Credit Subsidy Retirements After:

<i>Years of Service</i>	<i>Service Credit Subsidy</i>
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

**POLICE OFFICERS' ASSOCIATION
EXHIBIT C – SERVICE CREDIT SUBSIDY**

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 his/her 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 his/her 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 his/her 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.

POLICE OFFICERS' ASSOCIATION
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, he or she 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.

POLICE OFFICERS' ASSOCIATION
EXHIBIT D – ADMINISTRATIVE APPEAL PROCEDURE

4. Scheduling of Hearing

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

5. Hearing Procedure

- a. All hearings shall be closed to the public unless the disciplined officer requests a public hearing.
- b. All hearings shall be tape-recorded.
- 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)

POLICE OFFICERS' ASSOCIATION
EXHIBIT D – ADMINISTRATIVE APPEAL PROCEDURE

- 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.

POLICE OFFICERS' ASSOCIATION
EXHIBIT E – 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 that defined in the Family Medical Leave Act (child, parent, spouse or domestic partner).

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 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,

POLICE OFFICERS' ASSOCIATION
EXHIBIT E – VOLUNTARY CATASTROPHIC LEAVE DONATION

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 time from donors. Any donation form submitted that is not needed will be returned to the donor.

**POLICE OFFICERS' ASSOCIATION
EXHIBIT E – VOLUNTARY CATASTROPHIC LEAVE DONATION**

**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 Division Use Only	
End donation date will bridge to: <input type="checkbox"/> Long Term Disability <input type="checkbox"/> Medical Retirement beginning <input type="checkbox"/> Length of FMLA leave ending <input type="checkbox"/> Return to work	End donation date:
Human Resources Director Signature:	Date signed:

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

**POLICE OFFICERS' ASSOCIATION
EXHIBIT E – VOLUNTARY CATASTROPHIC LEAVE DONATION**

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

Donor, please complete

Donor Name: <i>(Please Print or Type: Last, First, MI)</i>	
Work Phone:	
Donor Job Title:	
Type of Accrued Leave: <input type="checkbox"/> Vacation <input type="checkbox"/> Compensatory Time <input type="checkbox"/> General Leave	Number of Hours I wish to Donate: <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Hours of Vacation</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Hours of Compensatory Time</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Hours of General Leave</div>

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 (Last, First, MI):	
Donor Signature:	Date:

Please submit to Payroll in the Finance Department.

**POLICE OFFICERS' ASSOCIATION
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. Communications Operators eligible for this program must have three (3) years dispatch experience as a Communications Operator for Huntington Beach Police. Lateral Communication Operators with three (3) years of prior experience are eligible after two (2) years experience with HBPD.
3. Detention Officers are eligible after two (2) years experience as Detention Officers 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 Sick time per MOU.
10. Accrue vacation on half time basis.
11. Earn seniority on half time basis.
12. Earn compensation for court appearance per MOU.
13. Receive time and one half pay for mandatory overtime.

**POLICE OFFICERS' ASSOCIATION
EXHIBIT F – JOB SHARING PROGRAM**

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.

POLICE OFFICERS' ASSOCIATION
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 Alternate 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©.

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

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

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

Article III. Scope of Agreement

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

Article IV. Medical Provider

- 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

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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 days of receipt of a medical report or a utilization review decision. A letter delaying decision of the claim automatically creates a dispute. A subsequent acceptance of the claim and/or resolution of the dispute issue eliminates the need for completion of the dispute resolution process set forth in this Agreement.
- E. The exclusive list of approved medical providers shall serve as the exclusive source of medical-legal evaluations as well as all other disputed medical issues arising from a claimed injury.
- F. The parties hereby agree that from time to time the exclusive list of approved medical providers may be amended. For either party to add an IME to the exclusive list of medical providers, the party must provide notice, in writing, to the other party of its intent to add a physician to the list. Absent a written objection to the other party within thirty (30) calendar days of receipt of the written proposal, the addition will be made. In the event there is an objection, the physician will not be added to the list. A physician may only be deleted from the exclusive list of medical providers if he/she breaches the terms and conditions of the contract with the City or by mutual agreement of the parties.

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G. Appointments.

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

Article V. Discovery

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

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Article VI. General Provisions

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