



## Legislation Details (With Text)

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<b>On agenda:</b>	6/6/2023	<b>Final action:</b>	6/6/2023
<b>Title:</b>	Introduction of the Proposed Memorandum of Understanding Between the Huntington Beach Police Officers' Association and the City of Huntington Beach for July 1, 2023 through June 30, 2025		
<b>Attachments:</b>	1. Att#1 - POA Summary of MOU Modifications, 2. Att#2 - POA Fiscal Impact Report, 3. Att#4 - Proposed Memorandum of Understanding - Exhibit "A", 4. Att#3 - Presentation, 5. 6.6 SC - Email		

Date	Ver.	Action By	Action	Result
6/6/2023	1	City Council/Public Financing Authority	approved	Pass

## REQUEST FOR CITY COUNCIL ACTION

**SUBMITTED TO:** Honorable Mayor and City Council Members

**SUBMITTED BY:** Al Zelinka, City Manager

**PREPARED BY:** Travis Hopkins, Assistant City Manager

### Subject:

Introduction of the Proposed Memorandum of Understanding Between the Huntington Beach Police Officers' Association and the City of Huntington Beach for July 1, 2023 through June 30, 2025

### Statement of Issue:

The Memorandum of Understanding (MOU) between the City and the Huntington Beach Police Officers' Association (POA) expires on June 30, 2023. Subsequently, the City and POA engaged in good-faith negotiations, ultimately reaching agreement on terms in May 2023 on a 3-year contract covering the period July 1, 2023 through June 30, 2025.

### Financial Impact:

Pursuant to the terms reached in the MOU with POA, the total projected cost of the labor pact as estimated by the Finance Department is \$4.6 million in Year 1; \$2.9 million in Year 2; and \$3.0 million in Year 3. The cost of the contract, including \$1.5 million in increases to CalPERS expenses, is estimated to total \$12 million annually once fully phased beginning in Fiscal Year 2026/27.

### Recommended Action:

Approve introduction of the proposed Memorandum of Understanding Between the Huntington Beach Police Officers' Association and the City of Huntington Beach for the period July 1, 2023 through June 30, 2025.

### Alternative Action(s):

Do not approve the introduction of the proposed successor MOU for POA employees and direct staff to continue to: (1) meet and confer with the Association, or (2) utilize the impasse procedures contained within the City's Employer-Employee Relations Resolution

**Analysis:**

The Police Officers' Association (POA) represents approximately 250 employees in the City.

Starting in late 2022, representatives for the City and POA engaged in active negotiations on a new labor agreement, ultimately reaching a tentative agreement on contract terms for a 3-year period in May 2023. Key changes in the proposed MOU include the following:

**Term of Agreement**

July 1, 2023 through June 30, 2025

**Wage Increases**

- Year 1 - employees shall receive a 5.0% base salary increase
- Year 2 - employees shall receive a 5.0% base salary increase
- Year 3 - employees shall receive a 5.0% base salary increase

**Pay Programs**

- POST Certificate Program - increased the premium pay for an Advanced POST certificate from 6% to 8% effective June 24, 2023.
- Special Assignment Pay - the provisions of special assignments, including the pay, is set forth in Exhibit H to this MOU.
- Flight Pay - this pay shall begin upon assignment to the Aero Unit.
- Chief Pilot/Safety Officer - one employee will be designated as the Chief Pilot/Safety Officer and shall be paid five percent (5%) of their base hourly rate of pay in addition to other compensation. The duties, eligibility requirements and selection process are set forth in Exhibit I of this tentative agreement. 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.
- Motor Pay - this pay shall be paid for the hours an employee is in training for this assignment.
- Bilingual Pay - the City reserves the right to retest at the Chief of Police's discretion, no more frequently than once every 12 months.
- Longevity Pay - shall be increased as follows: i. Sworn: 20 years of sworn law enforcement, increase from 10% to 15%. ii. Non-Sworn: 20 years of full-time service for Huntington Beach or worked in the same job classification at another law enforcement agency, from 0% to 5% effective June 24, 2023.
- Retention Pay - non-sworn employees in the bargaining unit with at least 20 years of experience working in a law enforcement department who do not qualify for Longevity Pay

shall receive Retention Pay at 5% of the base hourly rate. Employee may qualify for Longevity Pay or Retention Pay, but not both.

- Nurse Pay - the terms of the Side Letter pertaining to Nurse Pay will be incorporated into this MOU.
- Subpoena Compensation - add the following language to a.: For example, if an employee who is required to appear at court at 9:00 a.m. on a day their shift begins at 10:00 a.m., the employee would receive overtime pay for the hour between 9:00 a.m. and 10:00 a.m. However, if that same employee were not scheduled to work that day, they would receive minimum of three (3) hours overtime pay.

Add the following language to b.: For example, if an employee who is required to appear at court at 9:00 a.m. on a day their shift begins at 10:00 a.m., the employee would receive their regular rate of pay for the hour between 9:00 a.m. and 10:00 a.m. However, if that same employee were not scheduled to work that day, they would receive minimum of three (3) hours at their regular rate of pay.

Modify language to c.: Employee shall be paid two (2) hours of pay at their regular rate of pay when a subpoena for off-duty testimony is cancelled with less than twenty-four (24) hours' notice.

- Standby Pay - Incorporate Side Letter language and modified language as follows:
  - a. Employees on standby must respond to the initial request notification as soon as possible, but in no case more than thirty (30) minutes. Methods of response to the initial request may include phone call, email or text message.
  - b. Employees on standby should be actively engaged in tasks directly related to the emergency as soon as possible, but in no case more than two (2) hours of the initial notification.
  - c. In the event in-person response is required to an incident, crime scene or to a police facility, arrival at the location in question should generally be within two hours after acknowledgment of the request.
  - d. Employees shall not work overtime or extra duty assignments which would cause the employee to be unavailable to respond to emergency situations during the time period the employee is assigned to standby duty.
  - e. Employees on standby must refrain from intoxicants or other activities which might impair the employee's ability to perform assigned duties or to respond in a timely manner.
  - f. Employees assigned to standby shall be furnished with all equipment necessary to perform standby duties, including take-home cars, City-issued cellular phones and/or computers.
  - g. The parties have agreed that minimally there shall be five personnel assigned to stand by from Friday at 4 p.m. to Monday at 6 a.m. (12 hours of standby pay). Those personnel shall include: (1) a Sergeant to supervise crimes against persons investigations, (2) two detectives assigned to investigate crimes against persons, (3) one traffic investigator, and (4) one Traffic Sergeant.
  - h. In addition to the above, the President of the Association or one of the Board members of the Association (the particular Board member shall be determined by the Association) shall be on standby each week. Friday at 4 p.m. to Monday at 6 a.m. (12 hours of standby pay).
- Meal and Mileage Allowance - the Parties agree to follow Policy AR 301 addressing Meal and Mileage Allowance and incorporate it by reference into this MOU.
- Administrative Dispatcher Assignment - modified language to reflect new titles for dispatchers.
- Salary Schedule - modified pay rates and titles included.

### **Health and Other Insurance Benefits**

- Health Benefits - the City's contribution towards employees' health insurance at each plan level (i.e., Employee, Employee + 1, Employee + 2 or more) shall be increased as follows:
  - January 1, 2024, increase monthly contributions to medical insurance for single, two-party and family by \$39, \$78 and \$101, respectively.
  - January 1, 2025, increase monthly contributions to medical insurance for single, two-party and family by \$33, \$66 and \$84, respectively.
- Retiree Medical - removed language indicating this benefit will sunset.
- Income Protection Plan - modified language: The City shall pay to HBPOA forty-one dollars (\$41) per month per occupied covered position represented by HBPOA and HBPOA shall pay the cost of LTD premiums for each such covered position.

### **Work Schedule**

- 7/11.5 Work Schedule - modified language: The "7/11.5" work schedule applies to designated employees of the Patrol Division and Administrative Operations Division and Jail.
- 3/12 or 3/12.5 Work Schedules - the following work schedules may be assigned: a. 3/12-This is three 12-hour consecutive days with a fixed 8-hour day every other week. The FLSA workweek begins exactly four hours after the start time of the employee's 8-hour day; b. 3/12.5 + 5 Work Schedule-Employees are scheduled to work three 12.5 hour shifts (on consecutive days) each week, with one additional five hour shift each 14 days that is adjacent to the employee's first or last regularly scheduled shift of the week. These employee's FLSA workweeks shall begin exactly 2.5 hours into the start time of their five-hour shift and end exactly 168 hours later; c. 3/12.5 Work Schedule-This work schedule is only available for sworn employees. The 3/12.5 schedule shall consist of three consecutive 12.5-hour shifts each week with one additional 10-hour shift each 28 days that is prescheduled prior to shift bid by the unit supervisor.
- Communications Center Work Week - modified language: Employees in classifications of Police Communications Operator and Police Communications Supervisor shall work a 4/10 schedule, which consists of four (4) consecutive work days of ten (10) consecutive hours each, followed by three (3) consecutive days off. Each 10-hour shift shall be inclusive of a paid meal period and breaks. Upon agreement of the Association and the Chief of Police, communications center employees may be assigned to any of the other work schedules set forth above.
- Motors - employees assigned as motor officers in the Special Operations Division Traffic Bureau shall be assigned to either a 3/12.5 or 4/10 schedule. Employees shall bid their shifts according to either a 3/12.5 or 4/10 schedule. Those working the 4/10 schedule shall be assigned to work Monday through Thursday. Those assigned to the 3/12.5 shall work Friday through Sunday. The 3/12.5 schedule shall consist of three consecutive 12.5 hour shifts each week, with one additional 10-hour shift each 28 days that is prescheduled prior to shift bid by the unit supervisor. The three existing motor officers as of the execution of this MOU are grandfathered into the existing 7/11.5 schedule including their assigned work days, and are exempt work schedule bidding.

### **Retirement**

- Modify language to: Classic member safety members shall cost share four percent (4%) compensation earnable in accordance with Government Code section 20516(f). New member safety members shall cost share an amount that when added to the one half of the normal cost rate (as established by CalPERS each fiscal year in its annual valuation for the City) shall result in the employee's total pension contribution being 13% pensionable compensation. For example, if the one-half of the normal cost rate is 11.75%, these members will cost share 1.25% pensionable compensation in accordance with Government Code section 20516(f). If in future fiscal years, the required CalPERS member contribution rate for new member safety members is 13% or more, there shall be no cost sharing during that fiscal year and employees will only pay the one half of the normal cost rate. Similarly, if the member contribution rate (one-half of the normal cost) is reduced from the prior fiscal year to below 13%, these members will cost share a percentage that when added to the normal cost rate will equal 13% pensionable compensation. Effective the beginning of the pay period including January 1, 2021, New member miscellaneous members shall cost share an amount that when added to the one half of the normal cost rate (as established by CalPERS each fiscal year in its annual valuation for the City) shall result in the employee's total pension contribution being 9% pensionable compensation. For example, if the one-half of the normal cost rate is 6.75%, these members will cost share 2.25% pensionable compensation in accordance with Government Code section 20516(f). If in future fiscal years, the required CalPERS member contribution rate for new member miscellaneous members is 9% or more, there shall be no cost sharing during that fiscal year and employees will only pay the one half of the normal cost rate. Similarly, if the member contribution rate (one half of the normal cost) is reduced from the prior fiscal year to below 9%, these members will cost share a percentage that when added to the normal cost rate will equal 9% pensionable compensation

### **Leave Benefits**

- General Leave - modified language: The provisions on General Leave are set forth below. They went into effect on April 18, 2020, the first day of the pay period following City Council approval of this 2020-2023 MOU. Prior to the effective date of General Leave, members of the Association earned vacation leave, as set forth in the prior MOU. Members' accrued vacation leave balances carried over past the effective date of General Leave. Although membs no longer earn vacation, they may use their accrued vacation leave and shall be cashed out of any vacation balances as provided in this Section XII(A) (5), (6), (7) & (8), below.
- General Leave Accrual - added language: In computing eligibility for continuous service, for sworn law enforcement members of the unit, it shall include sworn law enforcement service at another law enforcement agency. For non-sworn members of the unit, it shall include time both sworn law enforcement service at another agency as well as time in the same non-sworn classification in which they are serving in Huntington Beach.
- Use of General Leave - if an employee provides at least eight (8) days' notice of a request to use General Leave, it will be granted, unless within the discretion of the Police Chief or their designee, the decision to grant the leave would create an operational burden. It is not an operational burden simply because another employee must work the shift on overtime.
- Deferred Compensation/General Leave - Cash Out - The value of any accrued unused earned General Leave (or previously accrued Vacation Leave) may be transferred to deferred compensation (up to the maximum permitted by law) at the regular rate of pay annually or in

connection with separation from employment. The employee must request the transfer no later than the end of the pay period prior to the employee's last day of employment. Any unused earned General Leave (or previously accrued Vacation Leave) remaining upon separation for employees who participate in the Retiree Medical Trust will be transferred to the qualified medical retirement trust program on a pre-tax basis.

- Use of General Leave - an employee may cash out accrued, unused vacation or general leave if they have an "unforeseen emergency" (defined as an unanticipated emergency that would result in severe financial hardship to the employee if early withdrawal were not permitted). A determination as to whether an "unforeseen emergency" exists shall be determined by the City at its discretion and is not subject to the filing of a grievance.
- Family and Medical Care Leave - employees are entitled to use up to one half ( $\frac{1}{2}$ ) of one year's annual accrual of general leave for the relationships set forth at Labor Code section 233.
- Association Business - an allowance of one thousand forty (1040) hours per year (which is increased to one thousand two hundred and twenty (1220) effective beginning in calendar year 2024) shall be established for the purpose of allowing authorized representatives of the Association to represent members of the Association in their employment relations. Such allowance may be utilized only by those persons authorized by the Board of Directors of the Association and such utilization shall be subject to the rules indicated in Exhibit B. Up to two hundred (200) hours per year of unused hours may be carried over to the subsequent year.
- Association Bank Time - the Association time hours must be tracked by use of a separate payroll code so that each time it is used it is specifically accounted for on the time sheet of the employee who uses it
- Voluntary Catastrophic Leave Donation - added grandchild, grandparent, sibling and in-laws to definition of family member.

### **Other Items**

- Uniforms -shall be paid with the first paycheck in December (not as a separately from payroll checks).
- Administrative Dispatcher Assignment - modified language to reflect new titles for dispatchers.
- Salary Schedule - modified pay rates and titles included.
- Job Sharing Program - Police Communications Operators eligible for this program must have three (3) years dispatch experience as a Police Communications Operator for Huntington Beach Police. Lateral Police Communication Operators with three (3) years of prior experience are eligible after two (2) years' experience with HBPD. Police Communications Supervisors must have three (3) years dispatch experience as a Police Communications Operator and/or Police Communications Supervisor for Huntington Beach Police. Detention Officers are eligible after two (2) years' experience as Detention Officers with HBPD. Detention Supervisors are eligible after two (2) years' experience as Detention Officers and/or Detention Supervisors with HBPD. Receive 30 hours of Family Sick time per MOU.
- Alternative Dispute Resolution - removed language pertaining to temporary nature of agreement, and modified sentence as follows: The parties reserve the right to terminate this Agreement at any time, by mutual agreement or by act of the legislature.
- Special Assignments - outlines terms and selection process for assignments receiving Special Assignment Pay
- Chief Pilot - outlines duties, eligibility requirements and selection process for Chief Pilot

assignment.

A summary of these and all other negotiated provisions are included as Exhibit "A".

**Environmental Status:**

NA

**Strategic Plan Goal:**

Non-Applicable - Administrative Item

**Attachment(s):**

1. Summary of Memorandum of Understanding Modifications
2. Fiscal Impact Report
3. PowerPoint Presentation
4. Proposed Memorandum of Understanding - Exhibit "A"