RESOLUTION NO. 2006-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH APPROVING AND IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE HUNTINGTON BEACH POLICE MANAGEMENT ASSOCIATION AND THE CITY OF HUNTINGTON BEACH FOR JULY 1, 2006 TO JUNE 30, 2010

The City Council of the City of Huntington Beach does resolve as follows:

The Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Police Management Association ("PMA"), a copy of which is attached hereto as **Exhibit "A"** and by reference made a part hereof, is hereby approved and ordered implemented in accordance with the terms and conditions thereof; and the City Administrator is authorized to execute this Agreement. Such Memorandum of Understanding shall be effective for the term July 1, 2006, through June 30, 2010.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 17th day of July, 2006.

Dave Sullivan
Mayor

REVIEWED AND APPROVED:

Penelope Culliton Cupp
City Administrator

APPROVED AS TO FORM:

Jennifer McGrath
City Attorney
K.C. 4/28/06

4/28/06

INITIATED AND APPROVED:

Deputy City Administrator-City Services

06-346/2824

Memorandum of Understanding

Between

Huntington Beach

Police Management Association

and

City of Huntington Beach

July 1, 2006 – June 30, 2010

POLICE MANAGEMENT ASSOCIATION
MEMORANDUM OF UNDERSTANDING
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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF HUNTINGTON BEACH, CALIFORNIA
(Herein Called CITY)
AND
THE HUNTINGTON BEACH POLICE MANAGEMENT ASSOCIATION
(Hereinafter Called ASSOCIATION)

PREAMBLE

WHEREAS the designated representative of the City of Huntington Beach and the Huntington Beach Police Management Association (PMA) 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 (MOU) is made, to become effective July 1, 2006 and end on June 30, 2010.

ARTICLE I – REPRESENTATIONAL UNIT

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

ARTICLE II -- EXISTING CONDITIONS OF EMPLOYMENT

Except as expressly provided herein, the adoption of this MOU shall not change existing terms and conditions of employment, which have been established for the classifications represented by the Huntington Beach Police Management Association.

ARTICLE III -- SALARY SCHEDULES AND RETIREMENT

A. Employees shall be compensated at rates by classification title and salary range during the term of this Agreement as set out in Exhibit A attached hereto and incorporated herein unless expressly provided for in other Articles of this MOU.

1. Wage Increases

a. Effective the first full pay period that includes July 1, 2006, Police Lieutenants shall receive a six percent (6%) wage increase and Police Captains shall receive a four percent (4%) wage increase.

b. Effective the first full pay period that includes July 1, 2007, all Association employees shall receive a four percent (4%) wage increase.

c. Effective the first full pay period that includes July 1, 2008, all Association employees shall receive a five percent (5%) wage increase.

d. Effective the first full pay period that includes July 1, 2009, Police Lieutenants shall receive a three and one-quarter percent (3¼%) wage increase and Police Captains shall receive a two and one-half percent (2½%) wage increase.

e. Effective the first full pay period that includes January 1, 2010, Police Lieutenants shall receive a three and three-quarters percent (3 ¾%) wage increase and Police Captains shall receive a three percent (3%) wage increase.

B. Each employee covered by this Agreement shall be reimbursed an amount equal to nine percent (9%) of the employee's part of his/her California Public Employees' Retirement System (CalPERS) contribution unless otherwise modified in this MOU. The above CalPERS pickup is not salary but is done pursuant to Section 414(h)(2) of the Internal Revenue Code.

C. The City and the Association agree that employees hired after July 6, 1998 shall not be eligible for the "Self-Funded Supplemental Retirement Benefit" (as described in Article XI, Paragraph A.2 of the Police Officers' Association 1997/2000 Memorandum of Understanding, attached hereto and incorporated herein as Exhibit E).

D. When the City adopted the 2000-2003 Huntington Beach Police Management Association Memorandum of Understanding, the City amended its contract with CalPERS and implemented the "3% at age 50" retirement formula set forth in the California Government Code for all safety employees represented by the

Association. If at any time after the implementation of the 3% at age 50 formula the City is required to make retirement contributions for employees, the amount of employer–paid member contributions to which each employee is reimbursed pursuant to Article III.B shall be reduced by a percentage equal to one-half (1/2) of the percentage of compensation earnable the City is required to pay in retirement contributions to CalPERS, not to exceed two and one-quarter percent (2.25%). For example, if the City is required to contribute an amount equal to two percent (2%) of each employee's "compensation earnable," the amount of the reimbursement set forth in Article III.B shall be reduced from nine percent (9%) of the employee's compensation earnable to eight percent (8%) of the employee's compensation earnable. If, on the other hand, the City is required to make employer contributions to CalPERS equal to eight percent (8%), of each employee's compensation earnable, the amount of the employer-paid member contributions reimbursement set forth in Article III.B shall be reduced to six and three-quarter percent (6.75%) of the employee's compensation earnable.

E. The City provides the CalPERS Level IV 1959 Survivor's Benefit.

F. The City's CalPERS contract has been amended to provide employees the Pre-Retirement Optional Settlement 2 Death Benefit.

ARTICLE IV -- HEALTH AND OTHER INSURANCE BENEFITS

A. Health

The City shall continue to make available group medical, dental and vision benefits to all 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 separates, unless otherwise precluded by the CalPERS Public Employees' Medical and Hospital Care Act (PEMHCA). All employee contributions shall be deducted on a pre-tax basis.

1. CalPERS PEMHCA

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 minimum payment required by law.

a. PEMHCA Employer Contributions
The City shall contribute on behalf of each employee the mandated minimum sum as required per month toward the payment of premiums for medical insurance under the PEMHCA program. As the mandated 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 Towards Flex Benefits
For the term of this Agreement, the City's maximum monthly employer contributions for each employee's medical and vision insurance premiums are set forth as follows:

i. Effective January 1, 2007, the City contribution shall be the sum of the participating Orange County Blue Shield HMO PEMHCA Plan plus the Vision Service Plan (VSP) vision premiums for each of the following categories:

a. Employee only ("EE")
b. Employee + one dependent ("EE +1")
c. Employee + two or more dependents ("EE +2")

The maximum City contribution shall be based on the employee's enrollment in each plan. The parties agree that the required PEMHCA 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.

ii. Effective January 1, 2008, the City contribution in each category shall increase in an amount not to exceed ten percent (10%) of the City's contribution for 2007. Any increase in premiums above the City's ten percent (10%) contribution cap will be the responsibility of the employee.

iii. Effective January 1, 2009, the City contribution in each category shall increase in an amount not to exceed ten percent (10%) of the City's contribution for 2008. Any increase in premiums above the City's ten percent (10%) contribution cap will be the responsibility of the employee.

iv. Effective January 1, 2010, the City contribution in each category shall increase in an amount not to exceed ten percent (10%) of the City's contribution for 2009. Any increase in premiums above the City's ten percent (10%) contribution cap will be the responsibility of the employee.

v. In the event the Orange County Blue Shield HMO Plan is no longer a PEMHCA option, the City's contribution shall increase by ten percent (10%) each year through the term of the Agreement, provided that the City's contribution shall not exceed the amount of an employee's actual premium.

2. Dental Insurance
The annual maximum benefit for the Delta Dental PPO plan is two thousand dollars ($2,000).

a. Effective January 1, 2007, the maximum City contribution shall be equivalent to the premium for the Delta Dental PPO plan based on the employee's enrollment of employee only ("EE"), employee plus one dependent ("EE+1") or employee plus two or more dependents ("EE+2").

b. Effective January 1, 2008, the City contribution shall increase in an amount not to exceed five percent (5%) of the City's contribution for 2007. Any increase in premiums above the City's five percent (5%) contribution cap will be the responsibility of the employee.

c. Effective January 1, 2009, the City contribution shall increase in an amount not to exceed five percent (5%) of the City's contribution for 2008. Any increase in premiums above the City's five percent (5%) contribution cap will be the responsibility of the employee.

d. Effective January 1, 2010, the City contribution shall increase in an amount not to exceed five percent (5%) of the City's contribution for 2009. Any increase in premiums above the City's five percent (5%) contribution cap will be the responsibility of the employee.

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 shall use the Unequal Contribution Method to make City contributions on behalf of each retiree or annuitant. The starting year for the unequal contribution method is 2004 at $1.00 per month. The City's contribution for each annuitant shall be increased

annually by five percent (5%) of the monthly contribution for employees, until such time as the contributions are equal. The Service Credit Subsidy will be reduced every January 1st by an amount equal to any required amounts 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 per Resolution No. 2000-116, Exhibit B, to the MOU shall be reinstated. The City shall make any necessary modifications to conform to the new City sponsored medical insurance plan.

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

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

4. Medical/Vision Cash-Out

a. If an employee is covered by a medical program outside of a City-provided program (evidence of which must be supplied to the Human Resources office), he/she may elect to discontinue City medical coverage and receive ninety-two dollars and thirty-one cents ($92.31) bi-weekly to deposit into their deferred compensation account or any other pre-tax program offered by the City, so long as the contribution is in accordance with applicable Internal Revenue Service (IRS) code or regulations. If the pre-tax contribution is not permitted by any applicable IRS code or regulation, an equivalent payment will be made payable as compensation on a bi-weekly basis and shall be taxable.

b. An employee may also elect to discontinue vision coverage. The employee premium paid for vision coverage will be applied toward medical premium.

B. 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.

C. Life Insurance
The City will provide fifty thousand dollars ($50,000) term life insurance and fifty thousand dollars ($50,000) accidental death and dismemberment insurance without evidence of insurability other than evidence of working full time. An additional ten thousand dollars ($10,000) of life insurance may be purchased, at the employee's cost, with evidence of insurability.

D. City Contribution Towards Long-Term Disability (LTD) Insurance and Long-Term Care (LTC) Program
The City authorizes the Association to enroll in the Long-Term Disability (LTD) Insurance Program and the Long-Term Care (LTC) Program provided to the Huntington Beach Police Officers' Association (HBPOA).

a. Effective August 1, 2006, the City shall pay the HBPOA on the Association's behalf the cost of LTD premiums not to exceed thirty-eight dollars ($38.00) per month per covered members of the PMA.

b. Effective August 1, 2006, the City shall pay the HBPOA on the Association's behalf the cost of LTC premiums not to exceed twenty-five dollars ($25.00) per month per covered members of the PMA.

c. The City and the Association agree that the City shall no longer provide LTD insurance coverage to Association members. Employee coverage under the City's sponsored program shall terminate at midnight on July 31, 2006.

d. The City and the Association agree that HBPOA contracts with an authorized LTD and LTC provider and that the City is not responsible for paying the cost of premiums and any expenses incurred for administering both programs.

e. The City and the Association agree that the PMA coverage for LTD insurance and LTC is authorized under the same existing conditions under which the HBPOA is authorized by the City to provide such coverage to its members. The City and the Association agree that in the event the HBPOA does not meet its obligation and reporting requirements to the City for PMA members, the

City's contribution amounts of thirty-eight dollars ($38.00) and/or twenty-five dollars ($25.00) may cease without retroactive payments.

f. The Association 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 and LTC programs.

E. Post Retirement Medical Savings Plan
During the term of this MOU, the City and the Association agree to discuss funding and possible implementation of a post retirement medical savings plan.

ARTICLE V -- 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.

ARTICLE VI -- ADDITIONAL MANAGEMENT BENEFITS

A. Take Home Vehicle Use

1. Employees must reside within thirty-five (35) miles of the City limits in order to be assigned a take home City vehicle. Such employees shall be allowed to use the assigned vehicle for personal use within the City limits and/or within ten (10) miles of the employee's residence.

B. Bilingual Pay
Qualified employees who meet the criteria shall receive five percent (5%) of their base monthly rate of pay for bilingual skills paid on a bi-weekly basis. 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.

3. 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.

C. Uniform Allowance

1. The City shall continue the Uniform Allowance in lieu of the City providing uniforms for employees.

   Such allowance shall be twelve hundred dollars ($1,200) per year; payable in January to those employees on active duty on January 1st. Effective January 1, 2008, the uniform allowance shall increase to one thousand two hundred and seventy-five dollars ($1,275) per year for all employees and shall be paid in December on a separate payroll check.

   Employees hired after January 1st shall have their uniform allowance pro-rated for each month in which they were on active duty for at least one full shift. It is the mutual intent of the parties that this allowance shall be utilized solely for the purpose of replacing, repairing and maintaining uniforms and clothing worn in the line of duty. The City will continue to make initial issuance of required uniforms and replace uniforms and equipment 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. The City shall report to the CalPERS the uniform allowance paid as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5).

D. 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 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 above may be considered for reimbursement (receipts required) by the Division Commander.

d. Receipts are not required other than noted above.

2. Per Diem Schedule
Forty-five dollars ($45) per twenty-four (24) hour period or pro-rated as follows; Breakfast – ten dollars ($10), Lunch – fifteen dollars ($15), Dinner twenty dollars ($20).

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

F. Effective Date of Additional Management Benefits
All additional management benefits shall be effective the first full pay period following certification and verification as approved by the Chief of Police or designee. It is agreed that any PERSable benefits shall be reported to CalPERS.

ARTICLE VII – CONTROLLED SUBSTANCE AND ALCOHOL TESTING

The City maintains the right to conduct a controlled substance and alcohol 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.

ARTICLE VIII – LEAVE BENEFITS

A. 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.

B. General Leave

1. Accrual
Effective December 23, 2000, employees ceased to accrue Sick Leave and Vacation Leave, and the Long-Term Disability insurance waiting period was reduced from sixty (60) to thirty (30) days. Instead, employees began accruing General Leave at the accrual rates outlined below. General Leave may be used for any purpose, including vacation, sick leave and personal leave. Vacation time accrued through December 23, 2000 was added to the employee's General Leave account effective December 24, 2000. General Leave shall be accrued as follows:

Years of Service	General Leave Allowance
First through Fourth Year	176 Hours
Fifth through Ninth Year	200 Hours
Tenth through Fourteenth Year	224 Hours
Fifteenth Year and Thereafter	256 Hours

2. Eligibility and Approval
General Leave accrued time is - computed from the hiring date anniversary. Employees shall not be permitted to take General Leave in excess of actual time earned. Employees shall not accrue General Leave in excess of six hundred and forty (640) hours. Employees may not use their General Leave to advance their separation date on retirement or other separation from employment. General Leave must be pre-approved except for illness, injury or family sickness, which may require a physician's statement for approval.

General Leave accumulated in excess of the six hundred and forty (640) hour cap shall be paid in cash at the base monthly rate of pay on the first pay day following such accumulation.

3. General Leave Pay at Termination
An employee shall be paid for unused General Leave upon termination of employment at which time such terminating employee shall receive compensation at his/her current base monthly rate of pay for all unused, earned leave to which he/she is entitled up to and including the effective date of his/her termination.

4. Conversion to Cash
An employee may elect to take up to one hundred and twenty (120) hours of pay per calendar year for accrued General Leave in lieu of time off. It is the intent of the parties that employees will take vacation during the current year.

C. Sick Leave

1. Accrual
No employee shall accrue Sick Leave after December 22, 2000.

2. Credit
Employees hired prior to December 23, 2000 shall be credited with their Sick Leave accrued as of December 22, 2000.

3. Usage
Employees may use accrued Sick Leave for the same purposes for which it was used prior to December 23, 2000.

D. Police Lieutenant Sick Leave (Probationary Period)
Effective from the date of appointment to the rank of Police Lieutenant until the last day of the pay period in which the employee completes a one (1) calendar year probationary period, the employee shall be eligible to receive a maximum of sixty (60) calendar days paid sick leave per incident or illness. This leave does not accrue or accumulate beyond the one (1) year period. This probationary period Sick Leave may not be cashed out or used after completion of the one (1) year probationary period.

E. Leave Benefit Entitlements
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).

The City shall comply with all State and Federal leave benefit entitlement laws. An employee on an approved leave shall be allowed to use earned Sick Leave, General Leave, and/or Exempt Compensatory Time for serious and non-serious family or personal health issues.

F. Voluntary Catastrophic Leave Donation Program
Under certain conditions, employees may donate leave time to another employee in need. The program is outlined in Exhibit D of this MOU.

ARTICLE IX -- SICK LEAVE PAY OUT

A. Employees covered by this Agreement and on the payroll on November 20, 1978 shall be entitled to the following Sick Leave cash out plan:

At termination, employees shall be compensated at their then current base monthly rate of pay for fifty percent (50%) of unused Sick Leave, up to a

maximum of seven hundred twenty (720) hours of unused, accumulated Sick Leave.

B. Employees hired after November 20, 1978 shall be entitled to the following Sick Leave cash out plan:

Upon termination, all employees shall be paid at their then current base monthly rate of pay, for twenty-five percent (25%) of unused, earned Sick Leave to four hundred eighty hours (480) hours accrued, and for thirty-five percent (35%) of all unused, earned sick leave in excess of four hundred eighty (480) hours, but not to exceed seven hundred twenty (720) hours.

C. No employee shall be paid at termination for more than seven hundred twenty (720) hours of unused, accumulated sick leave.

ARTICLE X -- HOLIDAYS

A. City Paid Holidays
The City shall provide the following paid holidays in a calendar year:

1. New Year's Day (January 1)
2. Martin Luther King Day (third Monday in January)
3. Washington's Birthday (third Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (first Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (fourth Thursday in November)
9. The Friday after Thanksgiving
10. Christmas Day (December 25)
11. Any day declared by the President of the United States to be a national holiday, or the Governor of the State of California to be a state holiday and adopted as an employee holiday by the City Council of the City of Huntington Beach.

B. Holiday Compensation
Compensation for holidays shall be provided as follows (see examples):

1. Employees shall be compensated for the date of the actual holiday when the holiday does not fall on the day recognized by the City.

2. If the holiday designated above falls on an employee's regularly scheduled workday, the employee will receive the day off and receive pay for their regularly scheduled workday.

   Example:

Work	Work	Work	Holiday = Work 30 hours & compensated for 40
10	10	10	10

3. If the holiday designated above falls on an employee's regularly scheduled day off, the employee will be compensated with eight (8) hours of Exempt Compensatory Time or the employee may elect to receive eight (8) hours of pay.

   Example:

Work	Work	Work	Work	Holiday = Work 40 hours & compensated for 48
10	10	10	10	8

4. Employees who are required to work on a actual holiday designated above shall be compensated at the rate of one and one-half (1 ½) hours for each hour worked in the form of pay or Exempt Compensatory Time in addition to B2 or B3 above.

   Example if Holiday falls on scheduled day off:

Work	Work	Work	Work	Work the Holiday = Work 40 hours & compensated for 63
10	10	10	10	10 @ 1.5 = 15 hrs + 8 (Holiday)

   Example if Holiday falls on scheduled workday:

Work	Work	Work	Work the Holiday = Work 40 hours & compensated for 53
10	10	10	10 @ 1.5 = 15 hrs + 8 (Holiday)

C. All holiday pay shall be reported as special compensation when required in accordance with CalPERS law.

ARTICLE XI – WORK SCHEDULE/ EXEMPT COMPENSATORY TIME AND EXECUTIVE LEAVE

A. Work Schedule

1. 4-10 Plan
   Unless designated elsewhere, unit employees are entitled to work four (4) consecutive days per week, ten (10) hours each day, meal times to be included during the ten (10) hour shift, with three (3) consecutive days off.

2. 7-11.5 Plan
   The "7-11.5" work schedule will be implemented for designated employees of the Patrol Bureau only and shall consist of a fourteen (14) day workweek.

   a. Workday
      A workday for employees assigned to the 7-11.5 work schedule will consist of eleven (11) hours and twenty-five (25) minutes of work, meal times to be included in the shift.

   b. Work Period
      For those employees working eleven (11) hours and twenty-five (25) minutes a day, the "work period" will consist of two (2) consecutive weeks with three (3) consecutive shifts of eleven (11) hours and twenty-five (25) minutes in one (1) week and four (4) consecutive shifts of eleven (11) hours and twenty-five (25) minutes in the second week. The total hours of these two (2) consecutive weeks shall be considered equaling eighty (80) hours. The two (2) week cycle then repeats itself.

B. Deductions from Pay, Exempt Compensatory Time and Executive Leave
   Employees are considered 'exempt' as defined by the Fair Labor Standards Act (FLSA) as such, deductions from pay may be limited in certain circumstances. However, deductions from pay may be provided in 29.C.F.R. 541.602(b) including unpaid disciplinary suspensions of one or more full days imposed in good faith for violating workplace conduct rules. Such suspension shall be made pursuant to written policy applicable to all employees.

   An employee is eligible for Exempt Compensatory Time as follows:

   1. When such employees are required to fill a full, or partial work shift that is not part of the employee's regular work schedule. Partial shift shall mean five (5) hours or more of a work shift. In such an instance, the employee may be compensated at the rate of one and one-half (1 ½) hours for each hour worked in the form of pay or Exempt Compensatory Time (i.e. non

FLSA Exempt Compensatory Time). Such time shall not accrue in excess of one hundred sixty (160) hours.

2. Employees will be entitled to fifty (50) hours of Executive Leave per year. Unused Executive Leave shall not carry over to the next year.

ARTICLE XII -- EDUCATIONAL PAY

A. Professional Achievement Reward Program
Employees that have completed the California Peace Officers' Standards and Training (POST) Supervisory Leadership Institute shall receive eighty dollars ($80.00) per month.

B. Executive Development Incentive Program
In lieu of pay for completing the POST Supervisory Leadership Institute, an employee who completes either the FBI National Academy or the POST Command College shall receive five percent (5%) of their base monthly rate of pay paid on a bi-weekly basis.

In the event that one or both of the executive development programs becomes unavailable to the Association, or new program(s) becomes available, the City and the Association agree the Chief of Police will substitute/add an appropriate program(s).

ARTICLE XIII -- MANAGEMENT RIGHTS

The City and the Chief of Police retain all rights, powers and authority to manage and direct the performance of police services and the workforce, 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 and terms and conditions of employment or be construed as granting the City or the Chief of Police the right to make unilateral changes in wages, hours and terms and conditions of employment.

The parties agree that the City has the right to unilaterally make decisions on all matters that are outside the scope of bargaining. Such matters include, but are not limited to, consideration of the merits, necessity, level or organization of police services, staffing requirements, extra duty 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 XIV – MISCELLANEOUS PROVISIONS

A. Re-Opener
If there is any change to the benefits provided to HBPOA that differ from those provided to PMA, either the City or Association may request to reopen discussions regarding a change to that specific benefit.

B. Personnel Rule Changes
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.

C. Employer-Employee Relations Resolution (EERR)

1. The following amendments to the EERR shall apply:

a) Modification of Section 7 – Decertification and Modification

i. The City and the Association desire to maintain labor stability within the representational unit to the greatest extent possible, consistent with the employee's right to select the representative of his/her own choosing. For these purposes, the parties agree that this Agreement shall act as a bar to appropriateness of this unit and the selection of the representative of this unit, except during the month of August prior to the expiration of this Agreement. Changes in bargaining unit shall not be effective until expiration of the MOU, except as may be determined by the Personnel Commission pursuant to the procedures outlined below. This provision shall modify and supersede the time limits, where inconsistent, contained in Section 7 of the current Employer-Employee Relations Resolution of the City of Huntington Beach.

ii. The City and the Association have agreed to a procedure whereby the City, by and through the Human Resources Manager, would be entitled to propose a Unit Modification. The Association and the City agree to jointly recommend a modification of the City of Huntington Beach Employer-Employee Relations Resolution (Resolution Number 3335) upon the City's having completed its obligation to meet and confer on this issue with all other bargaining units.

iii. 7-3 Human Resources Manager's Motion of Unit Modification – The Human Resources Manager may propose during the same period for filing a Petition for Decertification that an established unit be modified in accordance with the following procedure:

iv. The Human Resources Manager shall give written notice of the proposed Unit Modification to all employee organizations that may be affected by the proposed change. Said written notification shall contain the Human Resources Manager's rationale for the proposed change including all information which justifies the change pursuant to the criteria established in Section 6-5 for Appropriateness of Units. Additionally, the Human Resources Manager shall provide all affected employee organizations with all correspondence, memoranda, and other documents, which relate to any input regarding the Unit Modification which may have been received by the City or from affected employees and/or sent by the City to affected employees;

v. Following receipt of the Human Resources Manager's Proposal for Unit Modification any affected employee organization shall be afforded not less than thirty (30) days to receive input from its members regarding the proposed change and to formulate a written and/or oral response to the Motion for Unit Modification to the Personnel Commission;

vi. The Personnel Commission shall conduct a noticed Public Hearing regarding the Motion for Unit Modification at which time all affected employee organizations and other interested parties shall be heard. The Personnel Commission shall make a determination regarding the proposed Unit Modification which determination may include a-granting of the motion, a denying of the motion, or other appropriate orders relating to the appropriate creation of Bargaining Units. Following the Personnel Commission's determination of the composition of the appropriate Unit or Units, it shall give written notice of such determination to all affected employee organizations;

vii. Any party who chooses to appeal the decision of the Personnel Commission is entitled to appeal in accordance with the provision of Section 14-4 of Resolution Number 3335.

2. During the term of this MOU, the City and the Association agree to update the Employer-Employee Relations Resolution to reflect current State law.

D. Weapons Vesting

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.

E. Association Business
An allowance of fifty (50) hours per year shall be established for the purpose of allowing authorized representatives of the Association to represent members in their employment relations.

F. Deferred Compensation/Leave Cash-Out
In accordance with IRS regulations, the value of any unused earned leave benefits may be transferred to deferred compensation in connection with separation from employment, but only during the time that 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.

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

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 over payments 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 Administrator or designee and as adopted by the City Council. Unauthorized compensation payments shall not constitute a past practice.

H. Direct Deposit
All employees are required to utilize direct deposit of payroll checks.

I. Administrative Appeal Procedure
In compliance with Government Code 3304(b), the Administrative Appeal Procedure for all Public Safety Officers is referenced in Exhibit C of this MOU.

J. Grievance Hearing Cost Sharing
Grievance hearing costs shall be paid equally by the City and the Association. The parties agree that under no circumstances shall the grievant(s) be required to pay any part of the grievance hearing costs.

K. Change in Minimum Education Requirement
All employees eligible to test for the positions of Police Captain or Police Lieutenant after July 1, 2007, shall possess a Bachelor's degree from an accredited educational institution.

ARTICLE XV – TERM OF MEMORANDUM OF UNDERSTANDING (MOU)

This MOU shall be in effect for a term commencing on July 1, 2006 and ending at midnight on June 30, 2010. Except as expressly provided herein, no further improvements or changes in the salaries and monetary benefits of the employees shall take effect during the term of this Agreement unless agreed upon by the City and the Association. It is understood that the parties are continuing to meet and confer regarding non-monetary matters such as Personnel Rule changes. Any matters agreed upon resulting from such meeting and conferring will be the subject of a separate addendum to this Agreement.

POLICE MANAGEMENT ASSOCIATION

ARTICLE XVI – CITY COUNCIL APPROVAL

It is the understanding of the City and the Association that this Memorandum of Understanding is of no force or affect whatsoever unless and until adopted by Resolution of the City Council of the City of Huntington Beach.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 17TH day of JULY, 2006.

CITY OF HUNTINGTON BEACH

By: _____
Penelope Culbreth-Graft,
City Administrator

By: _____
Bob Hall
Deputy City Administrator

By: **COUNTERPART**
Renée Mayne
Chief Negotiator

HUNTINGTON BEACH
POLICE MANAGEMENT ASSOCIATION

By: _____
Tom Donnelly
PMA President

By: _____
William Stuart
PMA Vice-President

By: _____
Dave Bunetta
PMA Secretary

By: _____
Irwin Feuerstein
PMA Treasurer

APPROVED AS TO FORM:

By: _____ 7/10/06
Jennifer McGrath
City Attorney

MJV - 07-10-06

POLICE MANAGEMENT ASSOCIATION

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CITY OF HUNTINGTON BEACH

By: _____
Penelope Culbreth-Graft,
City Administrator

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Deputy City Administrator

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HUNTINGTON BEACH
POLICE MANAGEMENT ASSOCIATION

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Dave Bunetta
PMA Secretary

By: _____
Irwin Feuerstein
PMA Treasurer

APPROVED AS TO FORM:

By: _____
Jennifer McGrath
City Attorney

COUNTERPART

POLICE MANAGEMENT ASSOCIATION
EXHIBIT A – SALARY SCHEDULE

EFFECTIVE JULY 1, 2006 (Pay Period Beginning July 1, 2006)

Salary increases 6% for Lieutenants and 4% for Captains

Job Type	Description	Pay Grade	A	B	C	D	E
0234	Police Lieutenant	624	$8,493.33 $49.00	$8,961.33 $51.70	$9,453.60 $54.54	$9,973.60 $57.54	$10,521.33 $60.70
0233	Police Captain	652	$9,767.33 $56.35	$10,304.67 $59.45	$10,871.47 $62.72	$11,469.47 $66.17	$12,100.40 $69.81

EFFECTIVE JULY 1, 2007 (Pay Period Beginning June 30, 2007)

Salary increases 4% for Lieutenants and Captains

Job Type	Description	Pay Grade	A	B	C	D	E
0234	Police Lieutenant	632	$8,840.00 $51.00	$9,325.33 $53.80	$9,838.40 $56.76	$10,379.20 $59.88	$10,949.47 $63.17
0233	Police Captain	660	$10,164.27 $58.64	$10,724.13 $61.87	$11,313.47 $65.27	$11,935.73 $68.86	$12,592.67 $72.65

EFFECTIVE JULY 1, 2008 (Pay Period Beginning June 28, 2008)

Salary increases 5% for Lieutenants and Captains

Job Type	Description	Pay Grade	A	B	C	D	E
0234	Police Lieutenant	642	$9,292.40 $53.61	$9,803.73 $56.56	$10,342.80 $59.67	$10,911.33 $62.95	$11,511.07 $66.41
0233	Police Captain	670	$10,686.00 $61.65	$11,273.60 $65.04	$11,894.13 $68.62	$12,547.60 $72.39	$13,237.47 $76.37

POLICE MANAGEMENT ASSOCIATION
EXHIBIT A – SALARY SCHEDULE

EFFECTIVE JULY 1, 2009 (Pay Period Beginning June 26, 2009)

Salary increases 3.25% for Lieutenants and 2.50% for Captains

Job Type	Description	Pay Grade	AX	BX	CX	DX	EX
0234	Police Lieutenant	648	$9,594.40 $55.35	$10,122.35 $58.40	$10,678.94 $61.61	$11,265.95 $65.00	$11,885.18 $68.57
Job Type	**Description**	**Pay Grade**	**A**	**B**	**C**	**D**	**E**
0233	Police Captain	675	$10,954.67 $63.20	$11,557.87 $66.68	$12,194.00 $70.35	$12,864.80 $74.22	$13,572.00 $78.30

EFFECTIVE JANUARY 1, 2010 (Pay Period Beginning December 26, 2009)

Salary increases 3.75% for Lieutenants and 3% for Captains

Job Type	Description	Pay Grade	A	B	C	D	E
0234	Police Lieutenant	656	$9,963.20 $57.48	$10,510.93 $60.64	$11,089.87 $63.98	$11,700.00 $67.50	$12,343.07 $71.21
0233	Police Captain	681	$11,287.47 $65.12	$11,908.00 $68.70	$12,563.20 $72.48	$13,254.80 $76.47	$13,984.53 $80.68

POLICE MANAGEMENT ASSOCIATION
EXHIBIT B – 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 to reimburse the retiree for the payment of qualified medical expenses incurred for the purchase of medical insurance.

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 sixty-five (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 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.

POLICE MANAGEMENT ASSOCIATION
EXHIBIT B – SERVICE CREDIT SUBSIDY PLAN

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 one hundred twenty dollars ($120). Payments shall be in accordance with the stipulations and conditions, which exist for all retirees.

6. Service Credit Subsidy
   Payment shall not exceed the dollar amount, which is equal to the qualified medical expenses incurred for the purchase of City sponsored medical insurance.

7. Maximum Monthly Service Credit Subsidy Payments
   All retirees, including those retired as a result of disability whose number of years of service prior to retirement exceeds ten (10), continuous years 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:

Years of Service	Service Credit Subsidy
10	$121
11	136
12	151
13	166
14	181
15	196
16	211
17	226
18	241
19	256
20	271
21	286
22	300
23	315
24	330
25	344

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). Article IV.A.4.a. provides an example of expected reductions per retiree per month.

8. Medicare:

   a. All persons are eligible for Medicare coverage at age sixty-five (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 sixty-five (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 sixty-five (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 sixty-five (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 sixty-five (65) is not eligible for paid Part A of Medicare and his/her spouse who is also age sixty-five (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 sixty- five (65).

      ii. At age sixty-five (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 MANAGEMENT ASSOCIATION
EXHIBIT C –ADMINISTRATIVE APPEAL PROCEDURE

1) Authority

a. Personnel 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 permanent 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:" (i) official reprimands; (ii) punitive transfers that do not involve a loss of pay, and (iii) non-punitive transfers that does result in a 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 administrative appeal procedure is intended to establish the Administrative Arbitration Panel to hear appeals from Public Safety Officers. This administrative appeal procedure only applies to an "Action" as defined above in "b." It does not apply to a non-punitive transfer imposed on a Public Safety Officer that does not result in a loss of pay. (Government Code §3304(b).

2) Administrative Arbitration Panel

a. Appeals will be heard by a neutral fact finding group of three (3) 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 (1) employee selected by the Association one (1) employee selected by the Chief of Police, and the third employee selected by mutual agreement between the first two (2) Panel members. If no agreement can be reached, the "strike-out" process will be used to select the third Panel member, with the Association and the Chief each submitting four (4) names for consideration. A coin toss will determine the party striking first with the Association reserving the right to call the coin or defer.

c. The panel member selected by the Chief of Police, the Association and the panel member selected by the Chief of Police and the Association shall each select one (1) alternate to the Panel to serve in place of a Panel member who has direct involvement in the punitive action or is a party to the issue.

d. A Panel member will serve one (1) year.

e. 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/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.

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 and may be transcribed.

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 (1) 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, the Officer may do so provided that the opposing party is notified. 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 Association and the Chief of Police shall be responsible for preparing and distributing the decision with a copy to both parties.

e. The decision shall include the following:

- Sustained ("Action" stands)
- Not Sustained ("Action" does not stand)

f. In the event an Officer's "Action" is Sustained, the Officer 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 MANAGEMENT ASSOCIATION
EXHIBIT D - VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM

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. Employees who accrue Vacation, General Leave or Exempt Compensatory Time may donate such leave to another 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 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 Exempt Compensatory Time, 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. Exempt Compensatory Time 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 salary during the employee's period of approved catastrophic leave. Donations will be voluntary, confidential and irrevocable. Hours donated will be converted into a dollar amount based on the hourly wage of the donor. The dollar amount will then be converted into accrued hours based on the recipient's hourly wage.

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

Employees wanting to make donations will submit an Authorization for Donation to the Human Resources Division (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.

6. Other
Please contact the Human Resources Division on questions regarding staff participation in this program.

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 Exempt 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: *(Please Print or Type: Last, First, MI)*	
Work Phone:	Department:
Job Title:	Employee ID#:
Requester Signature:	Date:
Department Director Signature of Support:	Date:
Human Resources Division Use Only End donation date will bridge to: ☐ Long Term Disability ☐ Medical Retirement beginning ☐ Length of FMLA leave ending ☐ Return to work	End donation date:
Human Resources Manager Signature:	Date signed:

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

Voluntary Catastrophic Leave Donation Program
Leave Donation Form

Donor, please complete

Donor Name: *(Please Print or Type: Last, First, MI)*	
Work Phone:	
Donor Job Title:	
Type of Accrued Leave: ☐ Vacation ☐ Compensatory Time ☐ General Leave	Number of Hours I wish to Donate: _____ Hours of Vacation _____ Hours of Exempt Compensatory Time _____ Hours of General Leave

I understand that this voluntary donation of leave credits, once processed, is irrevocable; but if not needed, the donation will be returned to me. I also understand that this donation will remain confidential.

I wish to donate my accrued Vacation, Exempt Compensatory Time 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 Human Resources Division.

POLICE MANAGEMENT ASSOCIATION
EXHIBIT E – SELF-FUNDED SUPPLEMENTAL RETIREMENT BENEFIT

(Page 15 that contains Article XI.A.2 from the Memorandum of Understanding between the City and the Huntington Beach Police Officers' Association ratified on June 13, 1998)

A. Benefits:

1. CHP Retirement Plan - The CITY will provide, for all safety personnel represented by the ASSOCIATION whose retirement is effective or whose death occurs after July 1, 1978, Public Employees' Retirement System retirement benefits computed by utilizing the two percent at age fifty (50) formula commonly referred to as the California Highway Patrol (CHP) Retirement Plan.

2. Self-Funded Supplemental Retirement Benefit - In the event a PERS member elects Option #2 (Section 21333) of the Public Employee's Retirement law, and the member is a unit employee who was hired prior to July 6, 1998, the CITY shall pay the difference between such elected option and the unmodified allowance which the member would have received for his/her life alone. 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 the adoption of this MOU shall not be eligible for this benefit. (Note: The options provide that the allowance is payable to the member until his/her death, and then either the entire allowance, Option 2, or one-half of the allowance, Option 3) is paid to the beneficiary for life.)

3. PERS Rollover - Each employee, eligible for service retirement, may have his/her PERS pickup and vacation accrual reported as compensation for all or any part of the twelve (12) month period prior to his/her service retirement date upon written request to the Director of Finance. Such modified reporting shall be limited to a maximum period of twenty-four (24) months preceding retirement. Requests for retroactivity, if permitted by PERS, will be decided on an individual basis and shall require the approval of the Human Resources Officer. No unit employee shall be allowed to apply for or continue this benefit (PERS pick-up and vacation accrual) beyond January 31, 1994.

4. Medical Insurance for Retirees:

   a. Upon retirement (whether service or disability) each employee shall have the following options in regards to medical insurance under CITY sponsored plans:

      1) With no change in benefits, retirees can stay in the City's Employee Health Plan or an HMO Plan offered by the CITY at the retiree's own expense for the maximum time period required by Federal Law (COBRA), or

Res. No. 2006-43

STATE OF CALIFORNIA
COUNTY OF ORANGE) ss:
CITY OF HUNTINGTON BEACH)

I, JOAN L. FLYNN the duly elected, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven; that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said City Council at an **regular** meeting thereof held on the **17th day of July, 2006** by the following vote:

AYES: Bohr, Green, Coerper, Sullivan, Hardy, Hansen, Cook
NOES: None
ABSENT: None
ABSTAIN: None

Joan L. Flynn

City Clerk and ex-officio Clerk of the
City Council of the City of
Huntington Beach, California