

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE HUNTINGTON BEACH POLICE OFFICERS' ASSOCIATION (POA), BY ADOPTING THE SIDE LETTER OF AGREEMENT**

WHEREAS, on May 1, 2006, the City Council of Huntington Beach adopted Resolution No. 2006-19 for the purpose of adopting the Memorandum of Understanding (MOU) between the City and the Huntington Beach Police Officers' Association (POA);

Subsequent to the adoption of the MOU, the City of Huntington Beach and POA agreed to changes, corrections, and clarifications to the MOU that are reflected in a Side Letter of Agreement between the City of Huntington Beach and POA ("Side Letter of Agreement") attached hereto as **Exhibit A** and incorporated herein by this reference.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Huntington Beach as follows:

- Section 1. The Side Letter of Agreement attached hereto as **Exhibit A** is approved and adopted.
- Section 2. The Side Letter of Agreement amends the MOU between the City of Huntington Beach and POA.

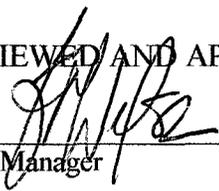
PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 1st day of August, 2011.

\_\_\_\_\_  
Mayor



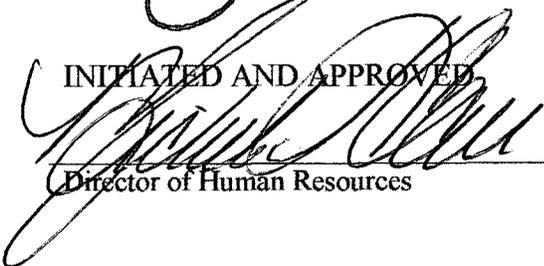
REVIEWED AND APPROVED

\_\_\_\_\_  
City Manager



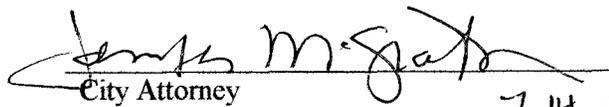
INITIATED AND APPROVED

\_\_\_\_\_  
Director of Human Resources



APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



7.14.11

**City of Huntington Beach**  
**SIDE LETTER AGREEMENT**

Representatives of the Huntington Beach Police Officers' Association ("POA") and the City of Huntington Beach ("City") hereby agree to extend the terms related to the POA MOU with respect to the following:

**TERM OF MOU EXTENSION**

This Memorandum of Understanding (MOU) shall be extended from October 1, 2011, through and including midnight September 30, 2013.

**CONCESSION ITEMS**

The HBPOA agrees to the following concession items that will sunset at the expiration of the MOU extension:

**1. ARTICLE XIV – MISCELLANEOUS**

- L. The Physical Fitness program compensation of earning paid time off as outlined in Section 208.8 – 208.8.8 of the Huntington Beach Police Department Policy Manual is hereby suspended until the expiration of the MOU extension. HBPD SWAT team members are required to participate in the PT program; however, PT paid time off will not accrue to HBPD SWAT team members during the suspension period. It is the intent to incorporate the PT program with the ability to earn paid time off into the subsequent MOU.

The HBPOA agrees to the following concession items that will not sunset at the expiration of the MOU extension:

**2. ARTICLE VI - SALARY SCHEDULE AND PERS PICKUP**

- B. Non-Sworn PERS Pickup Article VI. B. is hereby modified such that the combined City-paid and employee-paid contribution equals 8%. Effective the pay period beginning April 3, 2010, the City shall pay 3.75% of each employee's "compensation earnable" of the employer-paid contribution of 8%. All non-safety employees covered by this agreement shall pay 4.25% of "compensation earnable" towards the employer-paid contribution of 8%.

C. Sworn PERS Pickup

- a. Article VI. C. is hereby modified such that the combined City-paid and employee-paid contribution equals 9%. Effective the pay period beginning April 3, 2010, the City shall pay 4.75% of each employee's "compensation earnable" of the employer-paid contribution of 9%. All safety employees covered by this agreement shall pay 4.25% of "compensation earnable" towards the employer-paid contribution of 9%.

The HBPOA agrees to the following concession item will sunset at the expiration of the MOU extension unless implemented and only apply to employees hired after implementation:

**3. ARTICLE XI – RETIREMENT**

A. Safety Employee Retirement Benefits:

- 5. The HBPOA will agree to the implementation of the 3% at 55 CalPERS retirement formula upon the Huntington Beach Police Department employment of 216 sworn employees; or no later than July 31, 2013, if two of the following cities have implemented a second tier retirement formula for police safety employees: Santa Ana, Anaheim, and Irvine.

**4. PERSONNEL RULE 5-21. REEMPLOYMENT LISTS - MODIFIED**

Personnel Rule 5-21 shall be modified during the term of this contract extension to provide that in the event any employee represented by HBPOA is demoted in lieu of layoff, that individual shall be placed at the top of a re-employment list for the classification from which the individual was demoted and shall be given the first opportunity to fill any vacancy in that classification irrespective of how much time transpires between the demotion and the existence of the vacancy.

Extension to the 2006-2010 Memorandum of Understanding would include all changes to the MOU as adopted in Resolution 2010-13.

**Side-Letter Implementation**

The provisions contained in this side letter are effective August 1, 2011, following approval by the City of Huntington Beach City Council and will remain in full force and effect unless otherwise specifically modified, either by subsequent side-letter or a successor memorandum of understanding.

IN WITNESS WHEREOF, the parties have caused this SIDE LETTER AGREEMENT to be executed by and through their authorized officers on AUGUST 1, 2011.

**Huntington Beach  
Police Officers' Association**

  
James (Kreg) Muller  
President

Dated: 8-19-11

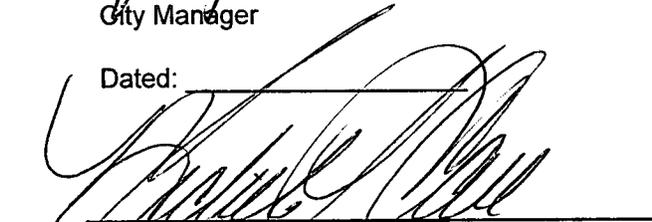
  
Yasha Nikitin  
Vice-President

Dated: 8/19/11

**City of Huntington Beach**

  
Fred A. Wilson  
City Manager

Dated: \_\_\_\_\_

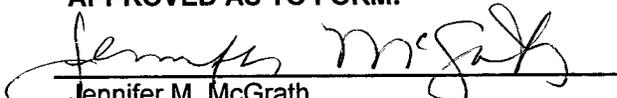
  
Michele Carr  
Director of Human Resources

Dated: 8/15/11

  
Ken Small  
Police Chief

Dated: 8-18-2011

**APPROVED AS TO FORM:**

  
Jennifer M. McGrath  
City Attorney

Dated: 8-16-11

*Amended Report  
Out of Court  
2/10/11*

Proposed Amendment to POA Sideletter

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*Subject to the  
ratification of the  
HBPOA.*

NEW POA SIDE LETTER  
AWAITING RADIFICATION  
BY POA MEMBERS

Exhibit "A" - Resolution 2011-52

City of Huntington Beach  
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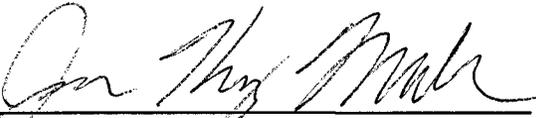
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**Huntington Beach  
Police Officers' Association**

**City of Huntington Beach**

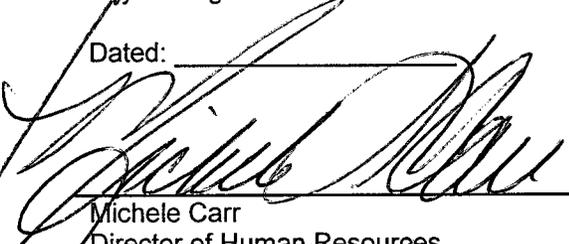
  
\_\_\_\_\_  
James (Kreg) Muller  
President

  
\_\_\_\_\_  
Fred A. Wilson  
City Manager

Dated: 7-20-11

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Yasha Nikitin  
Vice-President

  
\_\_\_\_\_  
Michele Carr  
Director of Human Resources

Dated: 7/21/11

Dated: 7/14/11

  
\_\_\_\_\_  
Ken Small  
Police Chief

Dated: 7-20-2011

**APPROVED AS TO FORM:**

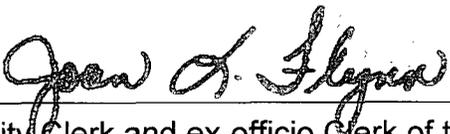
  
\_\_\_\_\_  
Jennifer M. McGrath  
City Attorney

Dated: 7-14-11

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 **August 1, 2011** by the following vote:

**AYES:**       Shaw, Carchio, Bohr, Boardman  
**NOES:**       Harper, Hansen, Dwyer  
**ABSENT:**    None  
**ABSTAIN:**   None

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