

CITY OF HUNTINGTON BEACH

MEETING DATE: September 19, 2005

DEPARTMENT ID NUMBER: AS-05-022

Council/Agency Meeting Held: _____	_____ City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: September 19, 2005	Department ID Number: AS-05-022

CITY OF HUNTINGTON BEACH
REQUEST FOR COUNCIL ACTION

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: *Penelope Culbreth Graft*
PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR

PREPARED BY: IRMA YOUSSEFIEH, HUMAN RESOURCES MANAGER *Irma Youssefieh*

SUBJECT: APPROVAL OF AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE HUNTINGTON BEACH POLICE OFFICERS' ASSOCIATION (HBPOA)

SEP 19 2005
CITY CLERK
CITY OF HUNTINGTON BEACH, CA

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue:

Effective September 7, 2005, a unit modification requested by employees in the Police Management Association (PMA) was determined to be appropriate by the Human Resource Manager in accordance with the City's Employer-Employee Relations Resolution. The unit modification for the PMA transfers the scope of representation for employees in the classifications of Police Sergeant and Senior Police Sergeant from the PMA to the Huntington Beach Police Officers' Association (HBPOA); therefore, requiring an amendment to the current HBPOA Memorandum of Understanding.

Funding Source:

No additional funding required. All funding remains included in the Fiscal Year 2004/2005 budget and in the Fiscal Year 2005/2006 budget.

Recommended Action:

Adopt Resolution No. *2005-66* a Resolution of the City Council of the City of Huntington Beach approving an amendment to the Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Police Officers' Association to implement a transfer in the scope of representation for employees in the classifications of Police Sergeant and Senior Police Sergeant from the Police Management Association to the Huntington Beach Police Officers' Association.

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Alternative Action(s):

Do not approve the Resolution and direct staff to grant recognition to employees in the classifications of Police Sergeant and Senior Police Sergeant as an employee organization in accordance with the City's Employer-Employee Relations Resolution that allows the determination of an appropriate unit to be one of the following:

- the existing unit;
- the proposed/modified unit; or
- some other appropriate unit

Analysis:

On August 11, 2005, a signed petition was received by the Human Resources Manager from nineteen (19) employees in the classifications of Police Sergeant and Senior Police Sergeant requesting a unit representation change from the PMA to the HBPOA.

The signed petition was verified and accepted by the Human Resources Manager in accordance with Section 7 of the City's Employer-Employee Relations Resolution (EERR) and as amended by reference in Article X – Miscellaneous Provisions, D.1.a.i, of the current PMA Memorandum of Understanding. Prior to a determination, the Human Resources Manager exercised discretion in accordance with the City's EERR Section 6-1, and conducted a secret ballot election through the Office of the City Clerk to ascertain the will of a majority of all employees in the classification of Police Sergeant and Senior Police Sergeant.

The secret ballot election was held from August 30 through September 2, 2005. The majority of all employees in the classifications of Police Sergeant and Senior Police Sergeant voted unanimously for representation by the HBPOA.

On September 7, 2005, the Human Resources Manager issued the written determination that the HBPOA is an appropriate unit for representation of employees in the classifications of Police Sergeant and Senior Police Sergeant. The determination is based on community of interest considerations in accordance with Section 6 of the City's EERR.

City representatives have met with representatives of the PMA and the POA and discussed the impact of the PMA unit modification. In this discussion it was acknowledged that the impact of the unit modification for the PMA and the POA changed the scope of representation for employees in the classifications of Police Sergeant and Senior Police Sergeant from the PMA to the POA without an increase or decrease to their current wages, hours and other terms and conditions of employment as negotiated under the PMA Memorandum of Understanding.

Therefore, all current wages, hours and other terms and conditions of employment for employees in the classification of Police Sergeant and Senior Police Sergeant shall be transferred to the HBPOA MOU by amendment and shall remain unchanged under representation by the HBPOA through June 30, 2006 and thereon, unless otherwise modified

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by a successor HBPOA MOU in effect no earlier than April 1, 2006. Furthermore, the amendment to the HBPOA MOU shall not change the existing terms and conditions of employment for other classifications currently represented by the HBPOA.

Environmental Status: Not Applicable

Attachment(s):

City Clerk's Page Number	No.	Description
4	1	Resolution amending the Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Police Officers' Association with Exhibit H

RCA Author: Irma Youssefieh

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ATTACHMENT NO. 1

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RESOLUTION NO. 2005-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH APPROVING AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON BEACH AND THE HUNTINGTON BEACH POLICE OFFICERS' ASSOCIATION TO IMPLEMENT A TRANSFER IN THE SCOPE OF REPRESENTATION FOR EMPLOYEES IN THE CLASSIFICATIONS OF POLICE SERGEANT AND SENIOR POLICE SERGEANT FROM THE POLICE MANAGEMENT ASSOCIATION TO THE HUNTINGTON BEACH POLICE OFFICERS' ASSOCIATION

WHEREAS, on February 7, 2005 the City Council of Huntington Beach adopted Resolution No. 2005-11 for the purpose of adopting the 2003-2006 Memorandum of Understanding (MOU) between the City and the Huntington Beach Police Officers' Association (HBPOA); and

On August 1, 2005 the City Council of Huntington Beach adopted Resolution No. 2005-50 for the purpose of adopting the 2004-2006 Memorandum of Understanding (MOU) between the City and the Huntington Beach Police Management Association (PMA); and

City representatives have met with representatives of the PMA and the HBPOA and in this discussion it was acknowledged that the change in the scope of representation for employees in the classifications of Police Sergeant and Senior Police Sergeant from the PMA to the HBPOA does not increase or decrease their current wages, hours and other terms and conditions of employment as negotiated under the PMA POA; and

The amendment as attached hereto as **EXHIBIT "H"** to the HBPOA MOU shall represent all wages, hours and other terms and conditions of employment through June 30, 2006 and thereon, unless otherwise modified by a successor HBPOA MOU in effect no earlier than April 1, 2006 for employees in the classifications of Police Sergeant and Senior Police Sergeant; and

The amendment shall not change the existing terms and conditions of employment for other classifications currently represented by the HBPOA,

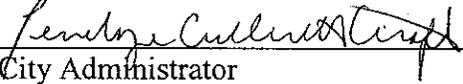
NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Huntington Beach that the Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Police Officers' Association ("HBPOA") is hereby amended to include **EXHIBIT "H"** and the City Administrator is authorized to execute this amendment.

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PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the _____ day of _____, 200__.

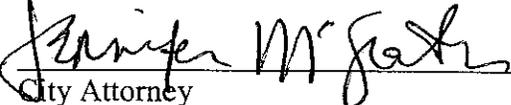
Mayor

REVIEWED AND APPROVED:



City Administrator

APPROVED AS TO FORM:



City Attorney

INITIATED AND APPROVED:

Deputy City Administrator



Human Resources Manager

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EXHIBIT H

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**Amendment to the Huntington Beach Police Officers' Association
Memorandum of Understanding
Resolution No. _____ – Exhibit H**

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ARTICLE I -- REPRESENTATION

Effective September 7, 2005, it is recognized that the Huntington Beach Police Officer's Association is the employee organization that 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 Sergeant and Senior Police Sergeant. Effective March 26, 2005, the classification title of Senior Police Sergeant was added for representation.

**ARTICLE II -- TERM OF WAGES, HOURS AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT**

January 1, 2004 through June 30, 2006 and thereon, unless otherwise modified by a successor Huntington Beach Police Officers' Association (HBPOA) Memorandum of Understanding (MOU) in effect no earlier than April 1, 2006.

ARTICLE III -- SALARY SCHEDULES AND RETIREMENT

A. Employees shall be compensated at hourly rates by classification title and salary ranges during the term of the Agreement as set out in Attachment 1 of this Exhibit.

1. Wage Increases

- a. Effective the first full pay period that includes January 1, 2004, and for fiscal year 2003-2004, all Association employees shall receive no wage increase.
- b. Effective January 1, 2005, all Association employees shall receive a four percent (4%) wage increase.
- c. Effective December 31, 2005, all Association employees shall receive a four percent (4%) wage increase.

2. Senior Police Sergeant

Effective March 26, 2005, an employee with ten (10) or more years of service in the classification of Police Sergeant with the City of Huntington Beach shall be classified to the position of Senior Police Sergeant. The pay range for this classification shall be five percent (5%) above the range of Police Sergeant. No additional criteria for achieving the Senior Police Sergeant classification shall apply. The Senior Police Sergeant classification recognizes seniority only and does not amend the duties and responsibilities of Police Sergeant.

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- B. Each sworn employee covered by this agreement shall be reimbursed an amount equal to 9% of the employee's part of his or her California Public Employees' Retirement System (CalPERS) contribution unless otherwise modified in the Police Management Association (PMA) Memorandum of Understanding (MOU). The above CalPERS pickup is not base salary but is done pursuant to Section 414(h)(2) of the Internal Revenue Code.
- C. New employees 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).
- D. If at any time after the implementation of the 3% at age 50 formula the City is required to make retirement contributions for employees represented by the Association, the amount of employer-paid member contributions to which each employee is reimbursed pursuant to Article III.B of the PMA MOU shall be reduced by a percentage equal to one-half of the percentage of compensation earnable the City is required to pay in retirement contributions to PERS, not to exceed 2.25%. For example, if the City is required to contribute an amount equal to 2% of each employee's "compensation earnable," the amount of the reimbursement set forth in Article III.B of the PMA MOU shall be reduced from 9% of the employee's compensation earnable to 8% of the employee's compensation earnable. If, on the other hand, the City is required to make employer contributions to PERS equal to 8%, of each employee's compensation earnable, the amount of the employer-paid member contributions reimbursement set forth in Article III.B of the PMA MOU shall be reduced to 6.75% of the employee's compensation earnable.
- E. The City provides the PERS Level IV 1959 Survivor's Benefit.
- F. As soon as practicable after ratification of this Memorandum of Understanding by the City Council, the City shall amend its PERS contract for safety employees to add 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 Association employees.

1. Effective Date of Health Coverage

An employee and eligible dependent(s) shall become eligible to participate in the City's health insurance plans described herein. Effective the first of the

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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. All employee contributions shall be deducted on a pre-tax basis.

2. CalPERS Public Employees' Medical and Hospital Care Act (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. Upon termination of the City's contract with CalPERS PEMHCA, the retiree's rights will be as set forth in Article IV(A)(4)(b) of the PMA MOU.

a. PEMHCA Employer Contributions

The City shall contribute on behalf of each employee the following sum per month toward the payment of premiums for medical insurance under the PEMHCA program. If the mandated minimum is increased from these figures, the City shall make the appropriate adjustments by decreasing its cafeteria contribution.

Calendar Year	Monthly Amount
2004	\$32.20
2005	\$48.40
2006	\$64.60

b. Maximum Employer Contributions

For the term of this Agreement, the City's maximum monthly employer contributions for each employee's health and other insurance premiums are set forth in the charts below. The amounts listed below include the mandated PEMHCA contribution.

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	PERS BS HMO	PERS SCARE	PERS CHOICE	PORAC	PERS KAISER	Delta Dental (PPO)	Delta Dental (HMO)	VSP Vision
EE	\$274.03	\$373.77	\$373.77	\$373.77	\$274.03	\$42.88	\$23.00	\$17.58
EE + 1	555.51	702.25	702.25	702.25	555.51	81.82	39.11	17.58
EE + 2 or more	720.18	851.34	851.34	851.34	720.18	116.36	59.81	17.58

The employee shall not be entitled to the difference between the employer contribution and the premiums for insurance plan(s) selected by the employee. The City "caps" its contributions toward monthly group medical, dental and vision plan premiums, by category (EE, EE + 1, and EE + 2 or more) and plan as stated in the table above for the term of this Agreement, even if premiums increase. Employee contributions shall be made by payroll deductions on a pre-tax basis.

3. Dental Insurance

Effective January 1, 2005, the annual maximum benefit for the Delta Dental PPO plan will increase from \$1000 to \$2000.

4. 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 following is an example of the sum per month toward the payment of premiums for medical insurance under the PEMHCA medical insurance program for a retiree or annuitant. The City shall make these payments only while the City is a participant in the PEMHCA program.

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Calendar Year	Monthly Amount
2004	\$1.00
2005	\$3.42
2006	\$6.65

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 PMA MOU shall be reinstated. The City shall make any necessary modifications to conform to the new City sponsored medical insurance plan. The current Service Credit Subsidy Plan is Attachment 2 of this Exhibit.

5. Additional Costs for Participation in the PEMHCA Program

a. Retiree and/or Annuitant Coverage

The Association shall pay to the City an amount equal to \$1.00 per month for each additional retiree and/or annuitant in the bargaining unit who elects to participate in the PEMHCA plan but is not participating in the City sponsored retiree medical program as of the beginning of a pay period after the PEMHCA program is in place.

Each January 1st the amount per month paid to the City for each retiree and/or annuitant described above shall increase by the amount PEMHCA requires the City to pay on behalf of each retiree (annuitant). Article 4.a. of the PMA MOU above provides an example of expected payments per retiree or annuitant per month.

In the event of passage of State Legislation, Judicial Rulings, or CalPERS Board Actions that increases the mandatory minimum monthly contribution for retirees (annuitants), the Association shall pay an equal amount to the City.

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Payments shall be made the first of the month (following implementation). If the Association fails to make timely payments for two consecutive months, the City shall implement a decrease in the supplemental benefit contribution to health insurance for each unit employee by an amount equal to the total increased cost paid by the City. (For example, if the increased cost for retirees equals \$6,000 per year, the monthly supplemental benefit for each employee will be decreased as follows: \$6,000 divided by twelve (months) = \$500, which is then divided by the number of employees receiving supplemental benefits).

b. 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.

6. Medical/Vision Cash-Out

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 Services (IRS) code or regulations. An employee may also elect to discontinue vision coverage. The employee premium paid for vision coverage will be applied toward medical premium. 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. 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.

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C. Life Insurance

The City will provide \$50,000 term life insurance and \$50,000 accidental death and dismemberment insurance without evidence of insurability other than evidence of working full time. An additional \$10,000 of life insurance may be purchased, at the employee's cost, with evidence of insurability.

D. Income Protection Plan (Long Term Disability Program)

The existing long-term disability program provided by the City shall remain in effect for all personnel. This program provides, for each incident, pay up to thirty (30) calendar days at the employee's salary rate (excluding overtime but including any special pay in effect at the time of illness or injury). After the thirty (30) calendar day period, the employee will be covered by an insurance plan paid for by the City that will provide 66 2/3% of the employee's salary rate (excluding overtime and any special pay) in accordance with the following to age 65:

1. Days and months refer to calendar days and months. Benefits under the Plan are integrated with Workers' Compensation, Social Security and other non-private program benefits to which the employee may be entitled. Disability is defined as the inability to perform all of the duties of regular occupation during the first two years of disability and thereafter the inability to engage in any employment or occupation for which he is fitted by reason of education, training or experience.
2. Survivors' benefit continues plan payment for three months beyond death.

E. Voluntary Health Savings Account Plan

The City shall implement a voluntary health savings account plan during the term of this Memorandum of Understanding for the purpose of allowing employees the opportunity to fund post medical retirement health premiums pursuant to IRS regulations.

ARTICLE V -- BEREAVEMENT LEAVE

Employees shall be entitled to bereavement leave not to exceed three working days in each instance of death in the immediate family. Immediate family is defined as father, mother, sister, brother, spouse, 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.

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ARTICLE VI -- SPECIAL PAY AND ALLOWANCES

A. Auto Allowance and Take Home Vehicle Use

1. Effective the first full pay period following City Council ratification of this Memorandum of Understanding, the City shall increase from 25 miles to 35 miles the distance allowed from the City limits to the home of a Police Sergeant or Senior Police Sergeant assigned a take home vehicle. The following assignments shall be allowed to take a City vehicle home under this provision: Detective, Support Services, and Training. Such employees who take a City vehicle home are expected to be reasonably available to respond to work related activities; however, there is no restriction on the employee's off-duty activities, implied or intended by this expectation.

B. Flight Pay

Employees assigned to duty as helicopter personnel shall receive \$500 per month and those assigned as Certified Flight Instructors shall receive \$800 per month, in addition to their applicable salary.

C. Motor Pay

1. Employees assigned to motorcycle duty shall receive a flat rate of \$300 per month for hazardous duty pay.
2. Employees may drive their motorcycle to and from their residence to their place of work if such travel does not exceed 200 miles per week, excluding overtime.
3. In consideration of the motor officers receiving the foregoing compensatory duty pay, the Association agrees that any time spent on maintenance and/or cleaning of motorcycles, as described below, while off duty and away from their place of employment is not considered to be time worked for purpose of salary or overtime calculations. The Department shall supply necessary materials needed to perform the following duties:
 - a. Keeping the assigned motorcycle cleaned and waxed.
 - b. Keeping the drive chain properly lubricated and adjusted.
 - c. Performing a daily check of the motorcycle fluid levels and tire pressure.
 - d. Scheduling required routine services at specified mileage intervals with police motorcycle mechanics.

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D. Bilingual Pay

Employees who are qualified to use Spanish, Vietnamese, or Sign Language skills shall be paid an additional five percent (5%) of their straight time pay rate in addition to their regular bi-weekly pay. Employees may accept assignments utilizing bilingual skills in other languages on a short-term assignment with approval by the City Administrator. Such employees shall receive the additional five percent (5%) for every bi-weekly pay period that the assignment is in effect. In order to be qualified for said compensation, an employee's language proficiency will be tested and certified by the Human Resources Manager or designee. Basic conversational proficiency will be evaluated based on response to a scenario driven oral evaluation. Human Resources will notify the employee on the results of the oral evaluation. If the employee's attempt is unsuccessful, the employee may repeat the process in six (6) months time from the date of the previous exam.

E. Uniform Allowance

1. The City shall continue the Uniform Allowance in lieu of the City providing uniforms for employees represented by the Association. Such allowance shall be \$1,200 per year; payable in January to those employees on active duty on January 1st. 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, separately from payroll checks. It is the mutual intent of the parties that this allowance shall be utilized solely for the purpose of replacing, repairing and maintaining uniforms and clothing worn in the line of duty. The City will continue to make initial issuance of required uniforms and replace uniforms and equipment damaged in the line of duty including safety equipment required by state law; City resolution or ordinance, or by order of the Chief of Police.

2. The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance paid as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5).

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F. Police Sergeant and Senior Police Sergeant Special Pays and Allowances

The following shall apply:

1. Court Standby Time

An employee required to be on standby for a court appearance during other than their scheduled working hours shall receive a minimum of three (3) hours straight time pay for each morning and afternoon court session. An employee will be paid two (2) hours at straight time pay for subpoenas cancelled with less than twenty-four (24) hours notice.

2. Court Appearance Time

An employee required to appear in court during other than their scheduled working hours shall receive a minimum of three (3) hours pay at the overtime rate; provided, however, that if such time overlaps with the employee's working hours, said rate shall be limited to those hours occurring prior to or after the employee's scheduled work time.

3. Non-Court Standby Time

An employee who is placed on standby status by his supervisor shall receive four (4) hours straight time pay for each 24-hour period of standby status.

4. Call Back

An employee who is called back to work will be paid a minimum of two (2) hours pay at the overtime rate, upon arrival at the department or the incident scene until released.

5. Telephonic Business

An off-duty employee shall be compensated a minimum of fifteen (15) minutes at the overtime rate when telephoned at home regarding departmental business.

G. Pay in Lieu of Compensatory Time

Employees may, at their request, be paid for their accrued compensatory time twice each calendar year.

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**Amendment to the Huntington Beach Police Officers' Association
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H. 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 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

\$45 per 24-hour period or pro-rated as follows; Breakfast - \$10, Lunch - \$15, Dinner \$20.

I. Mileage Allowance

The City shall reimburse mileage to employees for the use of personal automobiles at the amount allowed by the most recent IRS allowance.

J. Effective Date of Special Pays

All special pay shall be effective the first full pay period following certification and verification as approved by the Police Chief or designee.

ARTICLE VII -- DRUG TESTING

Unit employees shall participate in a drug/alcohol-testing program as proposed by the Chief of Police.

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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 will cease to accrue sick leave and vacation leave, and the Long-Term Disability insurance waiting period shall be reduced from 60 to 30 days. Instead, employees will begin 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 will be 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

Accrued general leave may be taken after six (6) months' service, when used as vacation; and at anytime for sick leave purposes. General leave accrued time is to be computed from hiring date anniversary. Employees shall not be permitted to take general leave in excess of actual time earned. Effective December 23, 2000, employees shall not accrue general leave in excess of six hundred (600) hours. Effective the first full pay period following City Council ratification of this Memorandum of Understanding, 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.

Effective the first full pay period following City Council ratification of this Memorandum of Understanding, general leave accumulated in excess of

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the six hundred and forty (640) hour cap shall be paid in cash at the straight time hourly rate on the first pay day following such accumulation. This provision shall sunset (discontinue) at the expiration of this Memorandum of Understanding unless both the City and the Association agree to continue this provision.

3. Terminal General Leave Pay

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 straight time pay rate 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 Sergeant Sick Leave

Employees promoted to Police Sergeant after December 31, 2000, shall receive two hundred forty (240) hours of sick leave. These hours may be used for sick leave purposes during the first twelve (12) months after promotion. Any unused sick leave credited upon promotion shall be eliminated one (1) year from date of promotion to Police Sergeant. Effective March 26, 2005, employees promoted to the rank of Police Sergeant after December 31, 2000 shall be credited with four

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hundred and eighty (480) sick leave hours. These hours are for sick leave purposes and shall not be eliminated unless used by the employee during employment or as a result of an employee's separation from employment.

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 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 Attachment 4 of this Exhibit.

ARTICLE IX -- SICK LEAVE PAYOFF

- A. Employees covered by this agreement and on the payroll on November 20, 1978 shall be entitled to the following sick leave payoff plan:

At termination, employees shall be compensated at their then current straight time pay rate for fifty percent (50%) of unused sick leave, up to a maximum of 720 hours of unused, accumulated sick leave.

- B. Employees hired after November 20, 1978 shall be entitled to the following sick leave payoff plan:

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

- C. No employee shall be paid at termination for more than 720 hours of unused, accumulated sick leave.

- D. Effective March 26, 2005, any hours of unused Police Sergeant Sick Leave as referenced in Article VIII.D. of the PMA MOU shall be eligible for payoff upon an

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employee's separation from employment based on ten percent (10%) vesting per year or any fraction thereof, retroactively applied to consecutive years of prior service as a Huntington Beach Police Sergeant or a Senior Police Sergeant. Such eligible hours for payoff shall follow the same payoff plan as outlined in Article IX.B. of the PMA MOU for employees hired after November 20, 1978.

1. Any hours of unused Police Sergeant Sick Leave shall remain with the employee in the event of promotion(s) up to the rank of Police Captain and the vesting formula shall also include years of service with the City in the higher rank.
- E. Sick leave shall not be used to extend absences due to work related (industrial) injuries or illnesses.

ARTICLE X -- MISCELLANEOUS PROVISIONS

A. 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.

B. 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.

C. Ten Plan – Flex Work Schedule

Employees accepting specialty assignments, that have been posted as such, shall be required to work a flex 40-hour workweek scheduled as directed.

D. 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.

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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.

E. Direct Deposit

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

F. Administrative Appeal Procedure

In compliance with Government Code 3304(b), the administrative appeal procedure for all public safety officers is referenced in Attachment 3 of this Exhibit.

ARTICLE XI -- HOLIDAYS

A. City Recognized Holidays

The City shall recognize the following 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)

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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 for Police Sergeants and Senior Police Sergeants

1. In addition to regular compensation, employees shall receive straight time pay in each bi-weekly pay period month for 1/26 of the total holiday hours (80) earned for the year.
2. A Police Sergeant or Senior Police Sergeant who works on an actual holiday shall be compensated at the overtime rate for time actually worked from 12:00 A.M. through 11:59 P.M.
3. Employees shall be compensated for the date of the actual holiday when the holiday does not fall on the day recognized by the City.

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

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**Amendment to the Huntington Beach Police Officers' Association
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ARTICLE XII – WORKSCHEDULE/OVERTIME/TIME OFF

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 hour shift, with three 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 14-day 7(K) FLSA workweek.

a. Workday

A work day for employees assigned to the 7-11.5 work schedule will consist of 11 hours and 25 minutes of work, meal times to be included in the shift.

b. Work Period

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

B. Overtime

Non-exempt employees shall receive compensation at the rate of time and one-half (1 ½) of their regular rate of pay for all time worked in excess of their regularly scheduled shift and/or 80-hours in a 14-day work period.

C. Time and One Half (Sergeants)

Police Sergeants shall receive time and one half their salary rate for all time worked in excess of 40 hours during any given 14-day workweek.

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**Amendment to the Huntington Beach Police Officers' Association
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D. Compensatory Time in Lieu of Overtime (Police Sergeant and Senior Police Sergeant)

An employee may elect to receive compensatory bank time in lieu of overtime pay to a maximum of one hundred forty (140) hours. Effective the first full pay period following City Council ratification of this Memorandum of Understanding, employees may bank a maximum of one hundred and sixty hours (160) hours of compensatory time.

ARTICLE XIII -- EDUCATIONAL PAY

A. Educational Incentive Plan (Police Sergeant and Senior Police Sergeant)

1. The Educational Incentive Plan shall be continued for employees as follows, except that no more than thirty (30) units of approved life-experience credits may be accepted toward educational incentive pay:

Education Incentive Level	POST Certificate	College Units	Maximum Training		Years of HBPD Service	College Units Required Annually	Monthly Amount
			Units	Points			
I	Intermediate	30	20+	10	1	6	\$ 115
II	Intermediate	60	40+	20	1	3	\$ 170
III	Advanced	90	60+	30	2	3	\$ 330
IV	Advanced	120		0	3	3	\$ 330
V	Advanced	150	120+	30	3	0	\$ 330

2. Stipulations

- a. College major shall be Police Science, Criminology, Political Science, Sociology, Law, Business Administration, Public Administration, Psychology or closely similar field as approved by the Chief of Police.
- b. Initial eligibility must be approved by the Chief of Police. An acceptable yearly performance evaluation, signed by the Chief of Police is required. No incentive shall be taken away without just cause.

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- c. Training points approved by POST may be substituted for college units, on the following schedule: 10 of 30, 20 of 60, and 30 of 90.
- d. Pay to be effective first month following approval.
- e. After 120 units of B.A. or POST approved training points may be substituted for college units without limit.
- f. Repeat college courses credited as determined by the college.
- g. Repeat POST approved seminars, institutes, etc., credited as determined by the Chief of Police.
- h. All college units require grade of "C" or better to qualify.
- i. Obtaining transcripts or other acceptable documentation is employee's responsibility.
- j. Employee may choose between POST training points or college units where a choice is available. No change allowed once choice is made. No double credit allowed.

ARTICLE XIV -- MANAGEMENT RIGHTS

Except as expressly abridged or modified herein, the Chief of Police retains all rights, powers and authority with respect to the management and direction of the performance of police services and the work forces performing such services, provided that 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 Chief of Police or the City the right to make unilateral changes in wages, hours and terms and conditions of employment. Such rights include, but are not limited to, consideration of the merits, necessity, level or organization of police services, including establishing staffing requirements, overtime assignments, number and location of work stations, nature of work to be performed, contracting for any work or operation, reasonable employee performance standards, including reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable for the performance of City services.

ARTICLE XV – TERM OF PMA MOU

The Memorandum of Understanding shall be in effect for a term commencing on January 1, 2004, and ending at midnight on June 30, 2006. Except as expressly provided herein, no further improvements or changes in the salaries and monetary benefits of the employees represented by the Association shall take effect during the term of the Agreement unless agreed upon by the City and the Association. It is

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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 the Agreement.

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**Amendment to the Huntington Beach Police Officers' Association
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ARTICLE XVI – SIGNATURE ACKNOWLEDGEMENT

This shall acknowledge that City representatives have met with representatives of the HBPOA and have reached an understanding that this Amendment represents all wages, hours and other terms and conditions of employment for employees in the classifications of Police Sergeant and Senior Police Sergeant.

CITY OF HUNTINGTON BEACH

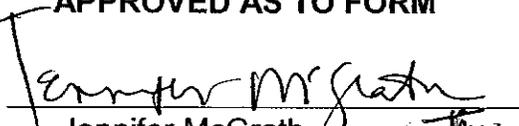
**HUNTINGTON BEACH
POLICE OFFICERS' ASSOCIATION**

By: _____
Penelope Culbreth-Graft, DPA
City Administrator

By: 
Kreg Muller
POA President

By: 
Irma Youssefieh
Human Resources Manager

APPROVED AS TO FORM

By: 
Jennifer McGrath
City Attorney *JM 9/7/05*

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ATTACHMENT 1 – SALARY SCHEDULE

**Effective January 1, 2005
(4% wage increase)**

Monthly Rates

Job Code	Classification	Range	Step				
			A	B	C	D	E
0159	Police Sergeant	556	\$6,049	\$6,382	\$6,733	\$7,104	\$7,494

**Effective January 1, 2005
(4% wage increase)**

Job Code	Classification	Range	Step				
			A	B	C	D	E
0159	Police Sergeant	556	\$34.90	\$36.82	\$38.85	\$40.99	\$43.24

Effective March 26, 2005

Monthly Rates

Job Code	Classification	Range	A	B	C	D	E
0514	Senior Police Sergeant	566	\$6,360	\$6,709	\$7,078	\$7,468	\$7,878

Effective March 26, 2005

Job Code	Classification	Range	Step				
			A	B	C	D	E
0514	Senior Police Sergeant	566	\$36.69	\$38.71	\$40.84	\$43.09	\$45.46

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ATTACHMENT 1 – SALARY SCHEDULE

**Effective December 31, 2005
(4% wage increase)**

Monthly Rates

			Step				
0159	Police Sergeant	564	\$6,295	\$6,641	\$7,007	\$7,392	\$7,800
0154	Sr Police Sergeant	574	\$6,617	\$6,981	\$7,365	\$7,772	\$8,199

**Effective December 31, 2005
(4% wage increase)**

			Step				
Job Code	Classification	Range	A	B	C	D	E
0159	Police Sergeant	564	\$36.32	\$38.32	\$40.43	\$42.65	\$45.00
0514	Sr Police Sergeant	574	\$38.18	\$40.28	\$42.50	\$44.84	\$47.31

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ATTACHMENT 2 – 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.

Employees who have retired since October 1, 2003 to the date of ratification of the PMA MOU, and are eligible for the Service Credit Subsidy but did not elect it at the time of retirement, shall again be offered the medical Service Credit Subsidy.

Plan Participation Requirements

1. At the time of retirement the employee has a minimum of ten (10) years of continuous regular (permanent) City service or is granted an industrial disability retirement; and
2. At the time of retirement, the employee is employed by the City; and
3. Following official separation from the City, the employee is granted a retirement allowance by the California Public Employees' Retirement System (CalPERS).

The City's obligation to pay the Service Credit Subsidy as indicated shall be modified downward or cease during the lifetime of the retiree upon the occurrence of any one of the following:

- a. On the first of the month in which a retiree or dependent reaches age 65 or on the date the retiree or dependent can first apply and become eligible, automatically or voluntarily, for medical coverage under Medicare (whether or not such application is made) the City's obligation to pay Service Credit Subsidy may be adjusted downward or eliminated.
 - b. In the event of the death of an eligible employee, whether retired or not, the amount of the Service Credit Subsidy benefit which the deceased employee was eligible for at the time of his/her death shall be paid to the surviving spouse or dependent for a period not to exceed twelve (12) months from the date of death.
4. Minimum Eligibility for Benefits

With the exception of an industrial disability retirement, eligibility for Service Credit Subsidy begins after an employee has completed ten (10) years of continuous regular (permanent) service with the City of 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

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ATTACHMENT 2 – SERVICE CREDIT SUBSIDY PLAN

retiree (annuitant) to annually certify that the retiree is purchasing medical insurance benefits.

5. Disability Retirees

Industrial disability retirees with less than ten (10) years of service shall receive a maximum monthly payment toward the premium for health insurance of \$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	\$120
11	135
12	150
13	165
14	180
15	195
16	210
17	225
18	240
19	255
20	270
21	285
22	299
23	314
24	329
25	343

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ATTACHMENT 2 – SERVICE CREDIT SUBSIDY PLAN

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. of the PMA MOU provides an example of expected reductions per retiree per month.

8. Medicare:

- a. All persons are eligible for Medicare coverage at age 65. Those with sufficient credited quarters of Social Security will receive Part A of Medicare at no cost. Those without sufficient credited quarters are still eligible for Medicare at age 65, but will have to pay for Part A of Medicare if the individual elects to take Medicare. In all cases, the participant pays for Part B of Medicare.
- b. When a retiree and his/her spouse are both 65 or over, and neither is eligible for paid Part A of Medicare, the Service Credit Subsidy shall pay for Part A for each of them or the maximum subsidy, whichever is less.
- c. When a retiree at age 65 is eligible for paid Part A of Medicare and his/her spouse is not eligible for paid Part A of Medicare, the spouse shall not receive the subsidy. When a retiree at age 65 is not eligible for paid Part A of Medicare and his/her spouse who is also age 65 is eligible for paid Part A of Medicare, the subsidy shall be for the retiree's Part A only.

9. Cancellation:

- a. For retirees/dependents eligible for paid Part A of Medicare, the following cancellation provisions apply:
 - i. Coverage for a retiree under the Service Credit Subsidy Plan will be eliminated on the first day of the month in which the retiree reaches age 65.
 - ii. At age 65 retirees are eligible to make application for Medicare. Upon being considered "eligible to make application," whether or not application has been made for Medicare, the Service Credit Subsidy Plan will be eliminated.

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ATTACHMENT 3 – ADMINISTRATIVE APPEAL PROCEDURE

1) Authority

- a. Rule 19 of the existing City Personnel Rules provides an administrative procedure for appealing any discipline that involves a loss in pay. Rule 19 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 19.
- 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 city employees.
- b. Only active full-time employees of the City of Huntington Beach Police Department may serve on the Administrative Arbitration Panel. The Panel is comprised of one employee selected by the PMA one employee selected by the Chief of Police, and the third employee selected by mutual agreement between the first two Panel members. If no agreement can be reached, the “strike-out” process will be used to select the third Panel member, with the PMA and the Chief each submitting four names for consideration. A coin toss will determine the party striking first with the PMA reserving the right to call the coin or defer.
- c. The panel member selected by the Chief of Police, the PMA, and the panel member selected by the Chief of Police and the PMA shall each select one 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 year.

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ATTACHMENT 3 – ADMINISTRATIVE APPEAL PROCEDURE

- 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 or she will be replaced by the alternate.

3) Appeal Notice

- a. An appealing officer has five (5) calendar days from date of receipt of an "Action" to file a written appeal with the Police Chief; 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 Police Chief.

5) Hearing Procedure

- a. All hearings shall be closed to the public unless the disciplined officer requests a public hearing.
- b. All hearings shall be tape-recorded.
- c. The Administrative Arbitration Panel shall hear testimony from the appealing officer and the Department (specifically, the officer who investigated the conduct that led to the Written Reprimand). Testimony shall not exceed one hour from each side and an additional fifteen (15) minutes shall be given to each for rebuttal. The Department shall be heard first.
- d. If an appealing officer wishes to submit a written argument in lieu of oral testimony, 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.

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ATTACHMENT 3 – ADMINISTRATIVE APPEAL PROCEDURE

- 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 PMA 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.

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ATTACHMENT 4 - 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. Permanent employees who accrue vacation, general leave or compensatory time may donate such leave to another permanent employee when a catastrophic illness or injury befalls that employee or because the employee is needed to care for a seriously ill family member. The leave-sharing Leave Donation Program is Citywide across all departments and is intended to provide an additional benefit. Nothing in this program is intended to change current policy and practice for use and/or accrual of vacation, general, or sick leave.

2. Definitions

Catastrophic Illness or Injury - A serious debilitating illness or injury, which incapacitates the employee or an employee's family member.

Family Member - For the purposes of this policy, the definition of family member is that defined in the Family Medical Leave Act (child, parent, spouse or domestic partner).

3. Eligible Leave

Accrued compensatory, vacation or general leave hours may be donated. The minimum donation an employee may make is two (2) hours and the maximum is forty (40) hours.

4. Eligibility

Permanent employees who accrue vacation or general leave may donate such hours to eligible recipients. Compensatory time accrued may also be donated. An eligible recipient is an employee who:

- Accrues vacation or general leave;
- Is not receiving disability benefits or Workers' Compensation payments; and
- Requests donated leave.

5. Transfer of Leave

The maximum donation credited to a recipient's leave account shall be the amount necessary to ensure continuation of the employee's regular salary during the employee's period of approved catastrophic leave. Donations will be voluntary, 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.

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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.

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Voluntary Catastrophic Leave Donation Program Leave Request Form

According to the provisions of the Leave Donation Program, I hereby request donated vacation, general leave or compensatory time.
MY SIGNATURE CERTIFIES THAT:

- A leave of absence in relation to a catastrophic illness or injury has been approved by my department; and
- I am not receiving disability benefits or Workers' Compensation payments.

Name: <i>(Please Print)</i>	
Work Phone:	Department:
Job Title:	Employee ID#:
Requester Signature	Date:
Department Director Signature of Support:	Date:
(Administrative Services Department use only) End donation date will bridge to: <input type="checkbox"/> Long-Term Disability <input type="checkbox"/> Medical Retirement beginning <input type="checkbox"/> Length of FMLA leave ending <input type="checkbox"/> Return to work	End donation date
Risk Management signature	Date signed

Please return to the Human Resources Division for processing.

Voluntary Catastrophic Leave Donation Program

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Leave Donation Form

Donor, please complete

Donor Name: <i>(Please Print)</i>
Work Phone:
Donor Job Title:
Hours of Vacation, Comp or General leave I Wish to Donate:

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

I wish to donate my accrued vacation, comp or general leave hours to the Leave Sharing

Donor, please complete

Donor Name: <i>(Please Print)</i>
Work Phone:
Donor Job Title:
Hours of Vacation, Comp or General leave I Wish to Donate:

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

I wish to donate my accrued vacation, comp or general leave hours to the Leave Donation Program for:

Eligible recipient employee's name:	
Donor Signature	Date:

Please submit to Payroll in the Human Resources Division.

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