

CITY OF HUNTINGTON BEACH

MEETING DATE: March 7, 2005

DEPARTMENT ID NUMBER: AS-05-009

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: March 7, 2005	Department ID Number: AS-05-009

**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: CHARLES THOMAS, ACTING DIRECTOR OF ADMINISTRATIVE SERVICES

SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE HUNTINGTON BEACH MANAGEMENT EMPLOYEES' ORGANIZATION

RECEIVED
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 CITY OF
 HUNTINGTON BEACH, IGA
 2005 FEB 28 4:10 PM

Res. No. 2005-17

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

Statement of Issue:

Should the City and the Huntington Beach Management Employee's Organization enter into a new Memorandum of Understanding (MOU) covering the period December 20, 2003 through December 19, 2006?

Funding Source:

Funding is included in the Fiscal Year 2004/2005 budget and will be included in the Fiscal Year 2005/2006 budget. The cost to implement the Memorandum of Understanding with the Huntington Beach Management Employees' Organization is \$454,282 in Fiscal Year 2004/05 and \$457,508 in Fiscal Year 2005/06 (MOU term expires December 19, 2006).

Recommended Action:

Adopt Resolution No. *2005-17*, a Resolution of the City Council of the City of Huntington Beach approving and implementing the Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Management Employees' Organization for the term of December 20, 2003 through December 19, 2006.

Alternative Action(s):

Do not approve the Resolution for employees of the Huntington Beach Management Employees' Organization and direct staff to either attempt to continue to meet and confer

REQUEST FOR COUNCIL ACTION

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with the Association or utilize the impasse procedures under the City's Employer-Employee Relations Resolution.

Analysis:

Representatives of the City and the Huntington Beach Management Employees' Organization have completed the meet and confer process with agreement on a new Memorandum of Understanding (MOU) for the period of December 20, 2003 through December 19, 2006. Proposed pay and benefit changes include the following:

Salary

- 0% salary increase for fiscal year 10/1/03 – 9/30/04
- 4% salary increase effective 9/25/04
- 4% salary increase effective 9/24/05

Special Pay

- Effective 9/24/05, increase in auto allowance from \$350 to \$450 per month

Health & Other Insurance Coverage

- City (employer) health insurance premiums shall not increase for the term of the agreement
- Increase to dental (PPO plan) annual maximum benefit from \$1,000 to \$2,000
- Increase to Life and Accidental Death & Dismemberment Insurance coverage from \$45,000 to \$50,000

Leave Benefits

- Increase holiday pay from 8 hours to either 9 or 10 hours when the holiday falls on an employee's scheduled day of work (based on a flexible work schedule of 9/80 or 4/10)

A summary of these and other negotiated provisions are included as Attachment #1.

Environmental Status: Not Applicable

Attachment(s):

City Clerk's Page Number	No.	Description
3	1	Summary of pay and benefits and other negotiated provisions
22	2	Resolution to Adopt Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Management Employees' Organization for December 20, 2003 through December 19, 2006
24	Exhibit A	Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Management Employees' Organization for December 20, 2003 through December 19, 2006

F-2.2

F-2.3

ATTACHMENT #1

**PROPOSED CHANGES IN TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN
CITY OF HUNTINGTON BEACH AND MANAGEMENT EMPLOYEES ORGANIZATION (MEO)**

11
1
2.4

Proposed Changes in Terms and Conditions	FY 2003/2004 Estimated Cost a.) Base Salary* b.) Salary Driven Costs** c.) Total Cost***	FY 2004/2005 Estimated Cost a.) Base Salary* b.) Salary Driven Costs** c.) Total Cost***	FY 2005/2006 Estimated Cost: a.) Base Salary* b.) Salary Driven Costs** c.) Total Cost***	Estimated Cost for Term of the Agreement a.) Base Salary* b.) Salary Driven Costs** c.) Total Cost***
------------------------------------------	------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------

Term				
12/20/03 – 12/19/06				
Wage Increase				
0% wage increase 10/1/03 – 9/25/04	\$0	N/A ****	N/A	N/A
4% wage increase effective 9/25/04	N/A	a.) \$351,880 b.) 59,184 c.) \$411,064	N/A	a.) \$351,880 b.) 59,184 c.) \$411,064
4% wage increase effective 9/24/05	N/A	N/A	a.) \$365,956 b.) 61,552 c.) \$427,508	a.) \$365,956 b.) 61,552 c.) \$427,508

* Base salary is the cost of raising salary or benefits
 ** Salary driven costs are the additional costs associated with raising base salary, which include employer taxes, worker's compensation and retirement
 *** Total costs are estimated upon cost information available in 2004/2005
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Health Benefits				
Employer contributions for premiums shall not increase for the term of the agreement for medical dental or vision insurance after below is implemented	N/A	N/A	N/A	N/A
Dental maximum benefit increased from \$1000 to \$2000	N/A	\$6,480	N/A	\$6,480

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**PROPOSED CHANGES IN TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN
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11-26

Proposed Changes in Terms and Conditions	FY 2003/2004 Estimated Cost a.) Base Salary* b.) Salary Driven Costs** c.) Total Cost***	FY 2004/2005 Estimated Cost a.) Base Salary* b.) Salary Driven Costs** c.) Total Cost***	FY 2005/2006 Estimated Cost: a.) Base Salary* b.) Salary Driven Costs** c.) Total Cost***	Estimated Cost for Term of the Agreement a.) Base Salary* b.) Salary Driven Costs** c.) Total Cost***
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Life and Accidental Death & Dismemberment insurance coverage increased from \$45,000 to \$50,000	N/A	\$8,500	N/A	\$8,500
Employee effective date of coverage changed from "first of the month following 30 days of employment" to "first of the month following date of hire".	N/A	N/A	N/A	N/A

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Employee contribution shall begin no later than the first full pay period following the date of coverage	N/A	N/A	N/A	N/A
Employee contribution pro-rated for coverage through the end of month in which employee separates from employment	N/A	N/A	N/A	N/A

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71 2.8

Retirement				
Implement a health savings account (HSA) for voluntary employee contributions for post retirement medical insurance	N/A	N/A	N/A	N/A
City to complete a financial study of all current and proposed retirement programs by 5/15/05	N/A	N/A	N/A	N/A

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Special Pay				
Increase auto allowance from \$350 per month to \$450 per month effective 9/24/05	N/A	N/A	\$30,000	\$30,000
Paid Leave				
Increase payment of holiday leave from 8 hours per holiday to holiday pay for the regularly scheduled work day (8, 9 or 10 hours)	N/A	\$28,238	N/A	\$28,238

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If employee is required to work a holiday, the holiday pay may be credited to General Leave bank	N/A	N/A	N/A	N/A
City and MEO agree to review Administrative Leave policy by 7/1/2005	N/A	N/A	N/A	N/A

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Contract Language Updates				
Tuition reimbursement to include vocational institution work	N/A	N/A	N/A	N/A
Employee is permitted to use earned General Leave in the first 6 months of employments	N/A	N/A	N/A	N/A

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Pursuant to requirement of CalPERS law, report the cost of employee uniforms	N/A	N/A	N/A	N/A
Mandatory collection of payroll overpayment	N/A	N/A	N/A	N/A
Mileage incurred for personal use of city vehicle is reported as taxable income	N/A	N/A	N/A	N/A
Clarify Process Owner Pay	N/A	N/A	N/A	N/A

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Update contract to reflect city compliance with state and federal leave benefit entitlement laws and the permission of employees to use all accrued leave (Sick, General, Compensatory Leave) for leaves guaranteed under law	N/A	N/A	N/A	N/A
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11-2-14

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Employee contributions to deferred compensation must be made while an employee is employed by city and prior to separation from employment	N/A	N/A	N/A	N/A
Bilingual pay effective the first full pay period following certification	N/A	N/A	N/A	N/A

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Delete language permitting deferred compensation as payment for retiree medical premiums	N/A	N/A	N/A	N/A
Acting assignment shall not be intended to exceed 6 months, shall not exceed 12 months	N/A	N/A	N/A	N/A
Update Retiree Medical Subsidy language to reflect present practice	N/A	N/A	N/A	N/A

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11 - 2.16

Remove Personnel Rules from MOU and add MOU changes to Personnel Rules	N/A	N/A	N/A	N/A
Designate Fair Labor Standards Act (FLSA) work week	N/A	N/A	N/A	N/A
Require fingerprinting of all employees working with senior citizens	N/A	N/A	N/A	N/A

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Add Voluntary Catastrophic Leave Donation program Guidelines to MOU	N/A	N/A	N/A	N/A
Meet and Confer During Term of Agreement				
Classification and Compensation study to be completed on agreed upon unit classifications	N/A	N/A	N/A	N/A

TT-2.17

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1
2.18

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Update the Employer- Employee Relations Resolution to reflect state law	N/A	N/A	N/A	N/A
Establish guidelines for use of Association release time	N/A	N/A	N/A	N/A
Review of designated positions for unit designation	N/A	N/A	N/A	N/A

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Meet and confer on outcome of financial study of retirement programs by 6/15/05	N/A	N/A	N/A	N/A
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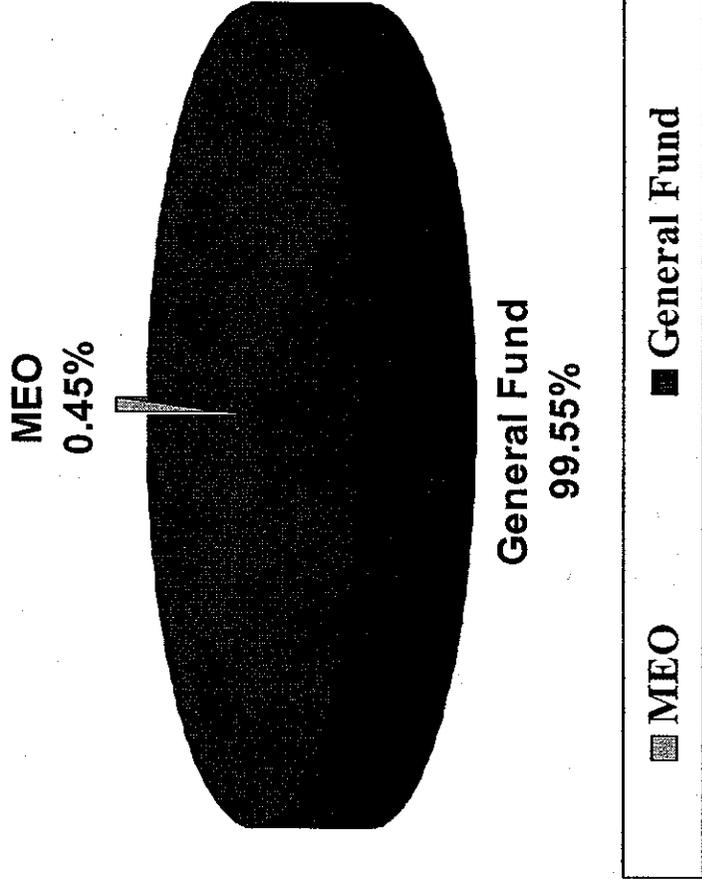
Total Cost of Proposed Changes	\$0	a.) \$351,880 b.) 102,402 c.) 454,282	a.) \$365,956 b.) 91,552 c.) \$457,508	a.) \$717,836 b.) 193,954 c.) \$911,790
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11-2-19

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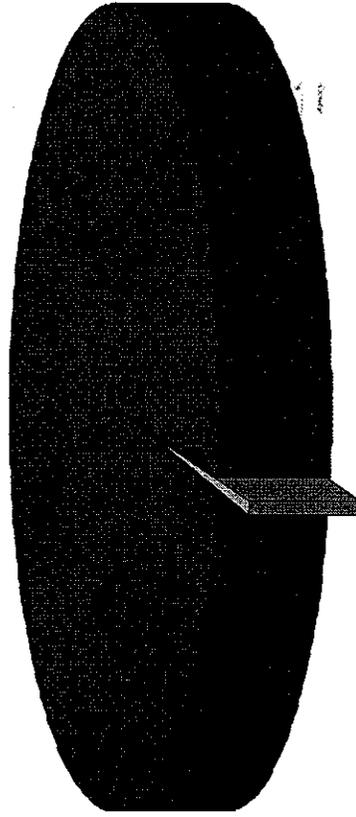
II - 2.20

Comparison of MEO Proposed Contract Cost to Total 2004/05 General Fund Salaries and Benefits



Comparison of MEO Proposed Salary Increase to Total 2004/05 General Fund Salaries

General Fund
99.41%



MEO
0.59%



F - 2.21

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ATTACHMENT #2

RESOLUTION NO. 2005-17

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON BEACH APPROVING AND IMPLEMENTING
THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
HUNTINGTON BEACH MANAGEMENT EMPLOYEES' ORGANIZATION (MEO)
AND THE CITY OF HUNTINGTON BEACH FOR 12/20/03 THROUGH 12/19/06

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 Management Employees' Organization ("MEO"), 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 December 20, 2003, through December 20, 2006.

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:

Perelope Callender
City Administrator

APPROVED AS TO FORM:

Patricia 2/23/05
City Attorney *KE 2/23/05*

INITIATED AND APPROVED:

C. J. Dond
Director of Administrative Services

F-2.23

F-2.24

EXHIBIT A

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MEMORANDUM OF UNDERSTANDING
between
THE CITY OF HUNTINGTON BEACH
(Hereinafter called CITY)
and
THE HUNTINGTON BEACH MANAGEMENT EMPLOYEES' ORGANIZATION
(Hereinafter called ASSOCIATION or MEO)

PREAMBLE

This Memorandum of Understanding is entered into by and between the City of Huntington Beach, a Municipal Corporation of the State of California, herein called "City," and the Huntington Beach Management Employees' Organization, a California Organization, herein called "Association."

WHEREAS, pursuant to California law, the City, acting by and through its designated representatives, duly appointed by the governing body of said City, and the representatives of the Association, a duly recognized employee association have met and conferred in good faith and have fully communicated and exchanged information concerning wages, hours, and other terms and conditions of employment for the period December 20, 2003 through December 19, 2006.

WHEREAS, except as otherwise expressly provided herein, all terms and conditions of this Agreement shall apply to all employees represented by the Association, and

WHEREAS, the representatives of the City and Association desire to reduce their agreements to writing,

NOW THEREFORE, this Memorandum of Understanding (MOU) is made to become effective December 20, 2003 and it is agreed as follows:

ARTICLE I - TERM OF MOU

This Agreement shall be in effect for a period of three (3) years commencing December 20, 2003 and ending midnight December 19, 2006.

The City and the Association agree to exchange proposals regarding a successor Memorandum of Understanding (MOU) on or prior to August 4, 2006.

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ARTICLE II - REPRESENTATIONAL UNIT/CLASSIFICATIONS

It is recognized that Association is the employee association which has the right to meet and confer in good faith with the City on the behalf of employees whose classifications are listed in Exhibit A, attached hereto and incorporated by reference herein.

ARTICLE III - ARTICLE NUMBER RESERVED

ARTICLE IV - EXISTING CONDITIONS OF EMPLOYMENT

Except as otherwise expressly provided herein, the adoption of this Memorandum of Understanding shall not change existing benefits and terms and conditions of employment which have been established in prior Memoranda of Understanding, and/or provided for in the Personnel and Departmental Rules of the City of Huntington Beach.

ARTICLE V - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this MOU or any additions or amendments thereof, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution or its application to other persons. The City Council hereby declares that it would have adopted this MOU and each section, subsection, sentence, clause, phrase, or portion, and any additions or amendments thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions, or the application thereof to any person, be declared invalid or unconstitutional.

ARTICLE VI - SALARY SCHEDULE

A. Salary Schedule

1. All MEO represented employees are required to utilize direct deposit of payroll checks. The City shall issue each employee direct deposit advice (payroll receipt) each pay period that details all income, withholdings, and deductions.
2. Wage Increase
 - a. Effective the first full pay period following ratification of the MOU, all represented employees shall receive a four percent (4%) salary increase.
 - b. Effective the first full pay period following ratification of the MOU, all represented employees shall receive a lump sum retroactive payment for the period of September 25, 2004 through March 11, 2005. This lump sum payment shall be calculated as follows: Employee's pay grade/step in effect on September 25, 2004

(per Exhibit A) multiplied by eighty (80) hours (bi-weekly), multiplied by the number of bi-weekly pay periods between September 25, 2004 and March 11, 2005, and multiplied by four percent (4%).

- c. Effective September 24, 2005, all represented employees shall receive a four percent (4%) salary increase.

Effected classification titles are set forth in Exhibit A attached hereto and incorporated herein by this reference.

3. Marine Safety Chief

The salary range of the Marine Safety Division Chief shall be a minimum of 18% above the Marine Safety Lieutenant, but shall be no higher than 15% below the Deputy Director of Recreation/Beach Development.

ARTICLE VII - SPECIAL PAY

A. Educational Tuition

1. Upon approval of the Department Head and the Human Resources Manager, permanent employees may be compensated for courses from accredited educational institutions, including vocational schools. Tuition reimbursement shall be limited to job-related courses or job-related educational degree objectives and requires prior approval by the Department Head and the Human Resources Manager.
2. Education costs shall be reimbursed to permanent employees on the basis of a full refund for tuition, books, parking (if a required fee) and any other required fees upon presentation of receipts. However, the maximum reimbursement shall be not more than one thousand five hundred dollars (\$1,500) in any fiscal year period.
3. Reimbursements shall be made when the employee presents proof to the Human Resources Manager that he/she has successfully completed the course with a grade of "C" or better; or a "Pass" if taken for credit.

B. Bilingual Pay

Permanent employees who are required by their Department Head to use Spanish, Vietnamese, or Sign Language skills as part of their job assignment, shall be paid an additional five-percent (5%) of their basic hourly rate in addition to their regular bi-weekly salary. Permanent 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 eligible for said compensation, employee's language proficiency will be tested and certified by the Human Resources Manager or designee. The special pay shall be effective the first full pay period following certification as verified to the Department Head in writing by the Human Resources Manager or designee.

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C. Process Owner Assignment Pay

Those employees performing assignments designated by the City as "process owner" assignments shall receive premium pay equal to ten percent (10%) of base salary (calculated at the employee's base hourly rate).

Process owner assignments are designated by the employee's Department Head and approved by the City Administrator or designee. Designated employees are responsible for JD Edwards applications setup, design, troubleshooting, and training. Process owners have system coordination responsibilities as distinguished from users of the system.

ARTICLE VIII - UNIFORMS

The City agrees to provide uniforms to employees on active duty who are required to wear uniforms.

A. General Policy

The City shall furnish uniforms to those personnel designated by the various Department Heads as required to wear a standard uniform for appearance, uniformity and public recognition purposes, in the procedures and guidelines set forth hereinafter.

B. Affected Personnel

All employees categorized shall wear a standard City adopted uniform. Each Department Head shall determine which employees must wear a uniform.

Group 1: 5 Shirts, T-Shirts and pants, patches, jacket (PW/CS Field Issue)					
Group 2: Blue Suit, Pants/ Polo Shirts (Marine Safety, Fire)					
Group 3: 2 Polo Shirts, 2 Pants, Jacket/Sweater/Sweatshirt (PD)					
Group 4: 2 Polo Shirts, 2 Pants or 2 Shorts, Hat (CS)					
Group 5: 4 Polo Shirts, Jacket, Hat (Inspection)					
Group 6: T-Shirt (CS)					
Group 7: 5 Shirts, 5 Pants, Shoes (Fire)					
Department	Assoc	Job Type	Classification	Category of Uniform	Notes
Comm Svcs	MEO	0032	Marine Safety Division Chief	2	Suit not replaced every year
Comm Svcs	MEO	0133	Prkng & Cmping Fac Supervisor	4	
Fire	MEO	0473	Dev & Petro-Chem Supervisor	7	
Fire	MEO	0131	Fire Med Coordinator	2	Not required daily; frequency of use is <u>1X</u> week
Fire	MEO	0130	Fire Protection Analyst	7	
Police	MEO	0089	Senior Admin Analyst	3	Not required daily
Police	MEO	0486	Detention Administrator	3	
Police	MEO	0022	Police Communications Manager	3	
Police	MEO	0094	Police Records Administrator	3	

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C. Personal Protective Equipment

All personal protective equipment shall be provided based on employee safety needs for the performance of duties as approved by the Department Head.

D. Employee Responsibilities

1. To wear a clean and complete uniform as required.
2. Uniform appearance shall include:
 - a. Patch to be worn above left shirt or jacket pocket.
 - b. Pants to have no cuffs.
 - c. Worn with pride in appearance to public, i.e., shirt buttoned, shirttail tucked in.
3. To wash and provide minimum repair; i.e., buttons, small tears.
4. To provide any alterations necessary including sewing on of City patches.
5. To not wear the uniform for other than City duties or work.
6. To notify supervisor of need to replace due to disrepair or severe staining producing an undesirable appearance.
7. To turn in all uniform components, including patches, upon termination.
8. To turn in all personal protective equipment upon termination.
9. To wear all personal protective equipment prescribed by the City safety officer and/or Supervisor of the division.

E. City Responsibilities

1. To furnish funding for the agreed uniform allowances.
2. To report to the California Public Employees' Retirement System (CalPERS) the cost of uniforms provided as set forth in Section B (above) for each classification as special compensation in accordance with Title 2, California Code of Regulations, Section 571(a)(5). For employees that are not required to wear uniforms on a daily basis or who are not actively employed for an entire payroll calendar year, a prorated cost of uniforms may apply.
3. To provide and maintain one or more retail clothing outlets for the various allotments. City reserves the right to name vendor.
4. To maintain records of purchases.

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F. Department Head or Designee Responsibilities

1. To ensure employee compliance with the Uniform Policy.
2. To approve replacement of deteriorated uniform component(s) and personnel protective equipment as required and to maintain a listing for each eligible employee, by name and classification, of all uniform component(s) and personal protective equipment purchased.
3. To confirm receipt of uniforms, patches and personal protective equipment from an employee upon termination. A Termination Checklist Form is to be completed, signed by the employee, and submitted to the Human Resources Office.
4. To report to the Human Resources Manager any changes to the Uniform Listing by Category/Classification (Section B above). The City reserves the right to add, delete, change or modify the Uniform Listing as required.

ARTICLE IX - HOURS OF WORK/OVERTIME/ADMINISTRATIVE LEAVE

It is the intent of the City to provide an opportunity for MEO employees to select a flex schedule and/or alternative work schedule that is consistent with the City's objective that such schedules shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Administrator or designee.

A. Overtime

Employees represented herein shall not be eligible for paid overtime compensation.

B. Administrative Leave

All unit employees shall be entitled to 40 hours of administrative leave upon working forty (40) additional hours above their regular work schedule per calendar year. Such employees may earn additional administrative leave, on an hour-for-hour basis, for hours worked in excess of seventy-five (75) in a calendar year.

Time off for Police Department fitness programs and flexible scheduling that is agreed to between the employee and Department Head are exempt from the 75-hour provision.

The City agrees to meet with the Association and discuss possible modifications to administrative leave. These discussions will conclude no later than July 15, 2005.

C. Flex Schedule and Hours of Work

With supervisor and Department Head approval, MEO employees may flex regularly scheduled start times between the hours of 7:00 a.m. to 9:00 a.m. Flex schedules shall

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not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Administrator or designee.

MEO employees will have the option of working a 5/40 or 9/80 work schedule with supervisor and Department Head approval. MEO employees assigned the 4/10-work schedule shall retain the option of working the 4/10-work schedule with supervisor and Department Head approval. In order to maintain service to the public, departmental effectiveness, productivity and/or efficiency a Department Head may assign an employee a different work schedule that is in compliance with the requirements of the Fair Labor Standards Act (FLSA) with City Administrator approval.

1. 5/40 Work Schedule

The 5/40 work schedule shall be defined as working five (5) eight (8) hour days Monday through Friday each week plus a one-hour lunch during each work shift, totaling a forty (40) hour work week. The assigned 5/40-work schedule must be in compliance with the requirements of FLSA and all other applicable laws.

2. 9/80 Work Schedule

The 9/80 work schedule, as outlined in Exhibit H, shall be defined as working nine (9) days for eighty (80) hours in a two-week pay period by working eight (8) days at nine (9) hours per day and working one (1) day for eight (8) hours (Friday), plus a one-hour lunch during each work shift, totaling forty (40) hours in each FLSA work week. The 9/80-work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Administrator or designee.

3. 4/10 Work Schedule

The 4/10 work schedule, as outlined in Exhibit I, shall be defined as working four (4) ten (10) hour days Monday through Thursday or Tuesday thru Friday each week plus a one-hour lunch during each work shift, totaling a forty (40) hours work week. The assigned 4/10-work schedule must be in compliance with the requirements of FLSA and all other applicable laws. The 4/10-work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Administrator or designee.

ARTICLE X - HEALTH AND OTHER INSURANCE BENEFITS

A. Health

The City shall continue to make available group medical, dental and vision benefits to all MEO employees.

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B. Eligibility Criteria and Cost

1. City and Employee Paid Medical Insurance – Employee and Dependents

The City and employee shall pay for health insurance premiums for qualified employees and dependent(s) effective the first of the month following the employee's hire date.

2. Health and Other Insurance Premiums

a. Year 2005 Employer Contribution and Employee Contribution

i. Monthly Premiums effective January 1, 2005 through December 31, 2005

Monthly Premium	Blue Shield High Option 90/10 PPO	Blue Shield High Option 80/20 PPO	Blue Shield HMO	Kaiser Permanente HMO
EE	\$410.16	\$361.00	\$277.54	\$255.29
EE + 1	\$898.25	\$741.17	\$607.79	\$559.09
EE + 2 or more	\$1,173.05	\$967.93	\$793.73	\$735.25

Monthly Premium	Delta Dental (PPO)	Delta Dental (HMO)	VSP Vision
EE	\$47.75	\$24.38	\$23.13
EE + 1	\$90.33	\$41.46	\$23.13
EE + 2 or more	\$124.73	\$63.40	\$23.13

ii. Employer Contribution - The City "caps" its contribution for health and other insurance premiums as set forth in the charts below.

Effective January 1, 2005 through December 31, 2005 -

Monthly Employer Contribution	Blue Shield High Option 90/10 PPO	Blue Shield Low Option 80/20 PPO	Blue Shield HMO	Kaiser Permanente HMO
EE	\$373.77	\$373.77	\$274.03	\$274.03
EE + 1	\$702.25	\$702.25	\$555.51	\$555.51
EE + 2 or more	\$851.34	\$851.34	\$720.18	\$720.18

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Monthly Employer Contribution	Delta Dental (PPO)	Delta Dental (HMO)	VSP Vision
EE	\$42.88	\$23.00	\$17.58
EE + 1	\$81.82	\$39.11	\$17.58
EE + 2 or more	\$116.36	\$59.81	\$17.58

In no event shall the employee be entitled to the difference between the employer contribution and the premiums for insurance plan(s) selected by the employee.

ii. Employee Contributions

Employee contributions to health and other insurance plans will be made by payroll deduction and taken on a pre-tax basis. The employee paid contributions translate to the following on a monthly basis:

Effective January 1, 2005 through December 31, 2005 -

Monthly Employee Contribution	Blue Shield High Option 90/10 PPO	Blue Shield Low Option 80/20 PPO	Blue Shield HMO	Kaiser Permanente HMO
EE	\$36.39	\$0.00	\$3.51	\$0.00
EE + 1	\$196.00	\$38.92	\$52.28	\$3.58
EE + 2 or more	\$321.71	\$116.59	\$73.55	\$15.07

Monthly Employee Contribution	Delta Dental (PPO)	Delta Dental (HMO)	VSP Vision
EE	\$4.87	\$1.38	\$5.55
EE + 1	\$8.51	\$2.35	\$5.55
EE + 2 or more	\$8.37	\$3.59	\$5.55

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The employee paid contributions translate to the following on a bi-weekly (per paycheck) basis:

Effective January 1, 2005 through December 31, 2005 -

Bi-Weekly Employee Contribution	Blue Shield High Option 90/10 PPO	Blue Shield Low Option 80/20 PPO	Blue Shield HMO	Kaiser Permanente HMO
EE	\$16.79	\$0.00	\$1.62	\$0.00
EE + 1	\$90.46	\$17.96	\$24.13	\$1.65
EE + 2 or more	\$148.48	\$53.81	\$33.95	\$6.96

Bi-weekly Employee Contribution	Delta Dental (PPO)	Delta Dental (HMO)	VSP Vision
EE	\$2.25	\$0.64	\$2.56
EE + 1	\$3.93	\$1.08	\$2.56
EE + 2 or more	\$3.86	\$1.66	\$2.56

b. Future Premiums

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 at the year 2005 level.

Until the City Council approves a successor to this Memorandum of Understanding, the City's 2005 contribution caps will remain in place in 2006 and beyond, even if premium increases result in these additional costs being borne by the employee.

3. Medical Cash-Out

If an employee is covered by a medical program outside of a city-provided program (evidence of which must be supplied to Administrative Services Department), they 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.

4. Section 125 Plan

This plan allows employees to use pre-tax salary to pay for regular childcare, adult dependent care and/or medical expenses.

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C. Life and Accidental Death & Dismemberment

Each employee shall be provided with \$50,000 life insurance and \$50,000 accidental death & dismemberment insurance paid for by the City. Each employee shall have the option, at his or her own expense, to purchase additional amounts of life insurance and accidental death & dismemberment insurance to the extent provided by the City's current providers. Evidence of insurability is contingent upon total participation in additional amounts.

D. Long Term Disability Insurance

This program provides, for each incident of illness or injury, a waiting period of thirty (30) calendar days, during which the employee may use accumulated sick leave, general leave pay, or the employee may elect to be in a non-pay status. Subsequent to the thirty (30) day waiting period, the employee will be covered by an insurance plan paid for by the City, providing 66 2/3 percent of the first \$12,500 of the employee's basic monthly earnings.

The maximum benefit period for disability due to accident or sickness shall be to age 65.

Days and months refer to calendar days and months. Benefits under the plan are integrated with sick leave, Worker's 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 two years, and thereafter the inability to engage in any employment or occupation for which he is fitted by reason of education, training or experience." Rehabilitation benefits are provided in the event the individual, due to disability, must engage in another occupation. Survivor's benefits continue plan payment for three (3) months beyond death. A copy of the plan is on file in the Administrative Services Department.

E. Miscellaneous

1. City-Paid Premiums While on Medical Disability

When an employee is off work without pay for reason of medical disability, the City shall maintain the City-paid employee's insurance premiums during the period the employee is in a non-pay status for the length of said leave, not to exceed twenty-four (24) months.

2. Insurance and Benefits Advisory Committee

The City and the Association agree to participate in a citywide joint labor and management insurance and benefits advisory committee to discuss and study issues relating to insurance and benefits available for employees.

3. Health Plan Overpayments

Unit members shall be responsible for accurately reporting the removal of ineligible dependents from health plan coverage. The City shall have the right to recover any

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premium paid by the City on behalf of ineligible dependents. Recovery of such overpayments shall be made as follows:

a. Reduction of Employee's Bi- Weekly Salary Warrant

The employee's bi-weekly salary warrant shall be reduced by one-half of the amount of the bi-weekly overpayment. Such reduction shall continue until the entire amount of the overpayment is recovered.

b. Notice of Ineligible Dependents

The City shall use its best efforts to advise all unit members of their obligation to report changes in the status of dependents, which affect their eligibility.

c. Twelve Month Recovery Period

The City shall be entitled to recover a maximum of twelve (12) months of premium overpayments. Neither the employee nor the dependent shall be liable to the City other than as provided herein.

F. Retiree Medical Coverage for Retirees Not Eligible for the City Medical Retiree Subsidy Plan

Employees who retire from the City after January 1, 2004 and are granted a retirement allowance by the California Public Employees' Retirement System and are not eligible for the City's Retiree Subsidy Medical Plan may choose to participate in City-sponsored medical insurance plans until the first of the month in which they turn age sixty-five (65).

The retiree shall pay the full premium for City-sponsored medical insurance for themselves and/or qualified dependents without any City subsidy.

Employees who retire from the City and receive a retirement allowance from the California Public Employees' Retirement System and are not eligible for the City's Retiree Subsidy Medical Plan and choose not to participate in City-sponsored medical insurance upon retirement, permanently lose eligibility for this insurance.

However, if a retiree who is not eligible for the City's Retiree Subsidy Medical Plan chooses not to participate in City-sponsored medical insurance plans because the retiree has access to other group medical insurance and subsequently loses eligibility for that group medical insurance, the retiree and their qualified dependents will have access to City-sponsored medical insurance plans reinstated.

Eligibility for Retiree Medical Coverage terminates the first of the month in which the retiree or qualified dependent turns age sixty-five (65).

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G. Post-65 Supplemental Medicare Coverage

Retirees who are participating in the Retiree Subsidy Medical Plan as of January 1, 2004 and all future retirees who meet the criteria to participate in City-sponsored medical insurance, with or without the Retiree Medical Subsidy Plan, may participate in City-sponsored medical insurance plans that are supplemental to Medicare after a contract is in place between the City and a health insurance provider.

A retiree or qualified dependent must choose to participate in City-sponsored medical insurance plans that are supplemental to Medicare beginning the first of the month in which the retiree or qualified dependent turns age sixty-five (65).

The retiree shall pay the full premium to participate in City-sponsored medical insurance plans that are supplemental to Medicare for themselves or qualified dependents without any City subsidy.

Retirees or qualified dependents, upon turning age 65, who choose not to participate in City-sponsored medical insurance plans that are supplemental to Medicare permanently lose eligibility for this insurance.

H. Marine Safety Chief Medical Program Eligibility

Effective upon City Council ratification of this MOU, the City agrees to allow the classification of Marine Safety Chief to enroll in the California Public Employees' Retirement System (CalPERS) medical program as structured for members of the Huntington Beach Police Officers' Association (HBPOA) effective the soonest that CalPERS provisions will allow.

I. Increase in Annual Maximum Benefit for Dental PPO Plan

Effective January 1, 2005, the Dental PPO plan maximum annual benefit shall increase from \$1,000 to \$2,000.

ARTICLE XI - RETIREMENT BENEFITS

A. Benefits

1. Self Funded Supplemental Retirement Benefit

Employees hired prior to August 17, 1998 are eligible for the Self-Funded Supplemental Retirement Benefit, which provides that:

- a. In the event a member elects Option #2 (Section 21456) or Option #3 (Section 21457) of the Public Employees' Retirement Law, the City shall pay the difference between such elected options and the unmodified allowance which the member would have received for his or her life alone. This payment shall be made only to the member, shall be payable by the City during the life of the

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member, and upon that member's death, the City obligation shall cease. The method of funding this benefit shall be at the sole discretion of the City. This benefit is vested for employees covered by this agreement. (Note: The options provide the allowance is payable to the member until his or 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.)

- b. Employees hired on or after August 17, 1998 shall not be eligible for this benefit referenced in A.1.a. herein above.

2. Medical Insurance for Retirees

a. Medical Insurance Upon Retirement

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 any of the plans offered by the City, at the retiree's own expense, for the maximum time period required by Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) Federal Law, or
- 2) Retirees retiring after approval of this MOU may participate in the Retiree Subsidy Medical Plan, attached hereto as Exhibit E, or the Health Maintenance Organization (HMO) Plan currently being offered to retirees at the retiree's own expense if the requirements set forth in Exhibit E are met, or if the retiree meets the eligibility requirements described in Exhibit E, the retiree may receive a subsidy from the City or retiree medical insurance pursuant to the schedule set forth in Exhibit E.

b. Health Savings Account for Post Retirement Medical Insurance (Vantage Care)

The City shall implement a health savings account plan, Vantage Care, during the term of the agreement, for the purpose of allowing the opportunity for employees to voluntarily fund qualified post medical retirement health expenses.

B. Public Employees' Retirement System Reimbursement and Reporting

1. Employee's Contribution

Each employee covered by this Agreement shall continue to be reimbursed once bi-weekly in an amount equal to 7% of the employee's base salary (9% for safety employees) as a pickup of the employee's contribution, or portion of such contribution, to the Public Employees' Retirement System. The above PERS pickup is not base salary, but is done pursuant to Section 414(h)(2) of the Internal Revenue Code.

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2. Two Percent at Age 55 Formula

Unit employees shall be covered by the Two Percent at age 55 formula (2% @ 55) as identified in Section 21354.

3. Pre-Retirement Optional Settlement 2 Death Benefit

Unit employees receive the benefit of the Pre-Retirement Optional Settlement 2 Death Benefit, as identified in Section 21548 with CalPERS.

4. Fourth Level of 1959 Survivor Benefits

Unit employees receive the benefit of the Fourth Level of the 1959 Survivor Benefit, as identified in Section 21574 with CalPERS.

The City agrees to complete and provide to the Association a financial study of enhanced retirement benefits by May 15, 2005. This study shall include all current and proposed retirement programs including supplemental retirement and the retiree medical subsidy. It is the intention of the City and the Association to consider this information in a successor MOU.

ARTICLE XII - LEAVE BENEFITS

A. General Leave

1. Accrual

Employees accrue leave at the accrual rates outlined below. General leave may be used for any purpose, including vacation, sick leave, and personal leave.

Years of Service	Annual General Leave Allowance	Bi-Weekly General Leave Allowance
First through Fourth Year	176 Hours	6.77
Fifth through Ninth Year	200 Hours	7.69
Tenth through Fourteenth Year	224 Hours	8.62
Fifteenth Year and Thereafter	256 Hours	9.85

2. Eligibility and Approval

General leave must be pre-approved except for illness, injury or family sickness, which may require a physician's statement for approval. General leave accrued time is to be computed from hiring date anniversary. Members shall not be permitted to take general leave in excess of actual time earned. Members shall not accrue general leave in excess of six hundred hours (600). Effective the first full pay period following ratification of the MOU, members shall not accrue general leave in excess of six hundred forty (640)

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hours. Employees may not use their general leave to advance their separation date on retirement or other separation from employment.

3. Leave Benefit Entitlements

The City shall comply with all State and Federal leave benefit entitlement laws. An eligible employee on an approved leave shall be allowed to use earned Sick Leave, General Leave, and/or Administrative Leave for serious and non-serious family or personal health issues. For more information on employee leave options contact the Human Resources Division.

4. Conversion to Cash

Twice during each fiscal year, each employee shall have the option to convert into a cash payment or deferred compensation up to a total of one hundred twenty (120) hours of earned general leave benefits. The employee shall give two (2) weeks advance notice to Payroll of his/her desire to exercise such option.

5. One Week Minimum Vacation Requirement

The Deputy City Treasurer shall take a minimum of one week, (i.e., five consecutive work days) paid vacation each calendar year.

B. Holidays

Permanent full-time employees represented by the Association shall receive the following legal holidays as of the first pay period following ratification of this agreement paid in full per the employee's regularly scheduled work shift:

1. New Year's Day (January 1)
2. Martin Luther King Jr., (third Monday in January)
3. Presidents Day (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)

Any day declared by the President of the United States to be a national holiday and adopted as an employee holiday by the City Council of Huntington Beach.

Holidays which fall on Saturday shall be observed the preceding Friday, and those falling on Sunday shall be observed the following Monday.

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- a. In the event that an employee is required to work on the holiday recognized by the City, the holiday hours shall be credited to the employee's general leave bank. Approval of this transaction shall be handled by the Department Head or designee in the payroll period that includes the holiday worked.
- b. If a holiday falls on an employee's scheduled day off and with approval from the Department Head or designee, the employee may take another day off during the same week as the holiday or opt to be credited with general leave the number of hours of the employee's regularly scheduled work shift.
- c. A permanent half-time (1/2) or three quarter-time (3/4) employee shall have the holiday paid as time off with a pro-rated amount of four (4) or six (6) hours, respectively.

C. Sick Leave

1. Accrual – No employee shall accrue sick leave after December 24, 1999.
2. Credit – Employees assigned to MEO shall carry forward their sick leave balance and shall no longer accrue sick leave credit.
3. Usage – Employees may use accrued sick leave for the same purposes for which it was used prior to December 25, 1999.

4. Pay Off At Termination

- 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 involuntary termination by reason of disability, or by death, or by retirement, employees shall be compensated at their then current rate of pay for seventy-five percent (75%) of all unused sick leave accumulated as of July 1, 1972, plus fifty percent (50%) of unused sick leave accumulated subsequent to July 1, 1972, up to a maximum of 720 hours of unused, accumulated sick leave, except as provided in paragraph 4 below.

Upon termination for any other reason, employees shall be compensated at their then current rate of pay for fifty percent (50%) of all unused, accumulated sick leave, up to a maximum of 720 hours of such 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 salary rate, for twenty-five percent (25%) of unused, earned sick leave to 480 hours accrued, and for thirty-five percent (35%) of all unused, earned sick leave in excess of 480 hours, but not to exceed 720 hours, except as provided in paragraph 4 below.

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- c. Except as provided in paragraph 4 below, no employee shall be paid at termination for more than 720 hours of unused, accumulated sick leave. However, employees may utilize accumulated sick leave on the basis of "last in, first out" meaning that sick leave accumulated in excess of the maximum for payoff may be utilized first for sick leave, as defined in Personnel Rule 18-8.
- d. Employees who had unused, accumulated sick leave in excess of 720 hours as of July 5, 1980, shall be compensated for such excess sick leave remaining on termination under the formulas described in paragraphs 1 and 2 above. In no event shall any employee be compensated upon termination for any accumulated sick leave in excess of the "cap" established by this paragraph (i.e., 720 hours plus the amount over 720 hours existing on July 5, 1980). Employees may continue to utilize sick leave accrued after that date in excess of such "cap" on a "last in, first out" basis.
- e. To the extent that any "capped" amount of excess sick leave over 720 hours is utilized, the maximum compensable amount shall be correspondingly reduced. (Example: Employee had 1,000 hours accumulated. Six months after July 5, 1980, employee has accumulated another 48 hours. Employee is then sick for 120 hours. Employee's maximum sick leave "cap" for compensation at termination is now reduced by 72 hours to 928 hours.)
- f. Employees electing to participate in the City's group health insurance program after retirement may cause the premiums to be paid by the City out of any available funds due and owing them under the terms of this agreement for unused sick leave benefits upon retirement.

D. Voluntary Catastrophic Leave Donation Program

Under certain conditions, an employee may donate leave time to another employee in need. The program is outlined in Exhibit J.

E. Bereavement Leave

Employees shall be entitled to bereavement leave not to exceed twenty-four (24) work hours 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.

F. Release Time

Notwithstanding any other provisions of this Agreement, the Association and the City and the Association agree to continue discussion during the term of the MOU on Release Time for negotiation, including City's consideration of the number of hours, based on the establishment of a mutually agreed upon written provision for the use of such leave by Association representatives and its members. Such leave shall be limited to use for the

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purpose of Association business not covered within the scope of legal requirements. It remains the City's intent to enforce reasonable standards for the administration and control of current Release Time use.

ARTICLE XIII - CITY RULES

A. Personnel Rules

All MOU provisions that supercede the City's Personnel Rules shall automatically update the City's Personnel Rules and be incorporated into such rules.

B. Employer-Employee Relations Resolution

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

1. Modification of Section 7 – Decertification and Modification

- a. 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 or 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.
- b. 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 having completed its obligation to meet and confer on this issue with all other bargaining units.

The proposed change to the Employer-Employee Relations Resolution is as follows:

7.3 Human Resources Manager 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:

1. The Human Resources Manager shall give written notice of the proposed modification(s); to any affected employee organization and any affected employees.

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2. The Personnel Commission shall hold a meeting concerning the proposed modification(s) at which time all affected employee organizations and employees shall be heard;
3. Thereafter, the Personnel Commission shall determine the composition of the appropriate unit or units and shall give written notice of such determination to the affected employee organizations and any affected employees.

The City Administrator, employee organization or employee aggrieved by an appropriate unit determination of the Personnel Commission may, within ten (10) days of notice thereof, request a review of such determination by the City Council. Within thirty (30) days of receipt of a request to review a unit determination of the Personnel Commission the City Council shall review the matter. The City Council's decision shall be final.

4. Except as provided otherwise in this MOU, the salary, benefit, and working conditions specified by this MOU shall be provided to employees in classifications listed in Exhibit A and have completed or are in the process of completing a probationary period in a permanent position in the competitive service in which the employee regularly works twenty (20) hours or more per week.

C. Rules Governing Layoff, Reduction in Lieu of Layoff and Re-Employment

1. Part 1 – Layoff Procedure

a) General Provisions

- 1) Whenever it is necessary, because of lack of work or funds to reduce the staff of a City department, employees may be laid off pursuant to these rules.
- 2) Whenever an employee is to be separated from the competitive service because the tasks assigned are to be eliminated or substantially changed due to management-initiated changes, including but not limited to automation or other technological changes, it is the policy of the City that steps be taken by the Human Resources Division on an interdepartmental basis to assist such employee in locating, preparing to qualify for, and being placed in other positions in the competitive service. This shall not be construed as a restriction on the City government in effecting economies or in making organizational or other changes to increase efficiency.
- 3) A department shall reduce staff by identifying which positions within the department are to be eliminated.
- 4) The employee who has the least citywide service credit in the class within the department shall have citywide transfer rights in the class pursuant to Part 1, Section 3, Transfer or Reduction to Vacancies in Lieu of Layoffs, or within the occupational series pursuant to Part 2, Bumping Rights.

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- 5) If a deadline within this procedure falls on a day that City Hall is closed, the deadline shall be the next day City Hall is open.

b) Service Credit

- 1) Service credit means total time of full-time continuous service within the City at the time the layoff is initiated, including probation, paid leave, or military leave. Permanent part-time employees earn service credit on a pro-rata basis.
- 2) Except as required by law, leaves of absence without pay shall not earn service credit.
- 3) As between two or more employees who have the same amount of service credit, the employee who has the least amount of service in class shall be deemed to be the least senior employee.

c) Transfer or Reduction to Vacancies in Lieu of Layoff

- 1) In lieu of layoff, a transfer within class shall be offered to an employee(s) with the least amount of service credit in the class designated for staff reduction within a department subject to the following:
 - a) The employee has the necessary qualifications to perform the duties of the position.
 - b) The employee shall be given the opportunity, in order of service credit, to accept a transfer to a vacant position in the same class within the City, provided the employee has the necessary qualifications to perform the duties of the position.
 - c) If no position in the same class is vacant, the employee shall be given the opportunity, in order of service credit, to transfer to the position in the same class that is held by an incumbent in another department with the least amount of service credit whose position the employee has the necessary qualifications to perform.
- 2) If an employee(s) is not eligible for transfer within the employee's class, the employee shall be offered, in order of service credit, a reduction to a vacant position in the next lower class within the City in the occupational series in lieu of layoff provided the employee has the necessary qualifications to perform the duties of the position.
- 3) If the employee refuses to accept a transfer or reduction pursuant to a. or b., above, the employee shall be laid off.

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- a) If the employee(s) in the class with the least amount of service credit is in the position(s) to be eliminated or displaced by transfer, the employee shall be offered bumping rights, pursuant to Part 2, Bumping Rights.
- b) Any employee who takes a reduction to a position in a lower class within the occupational series in lieu of layoff shall be placed on the reinstatement/reemployment list(s) pursuant to Part 3., Reemployment.

2. Order of Layoff

- a) Prior to implementing a layoff, vacant positions that are authorized to be filled shall be identified by citywide occupational series. If the employee refuses to accept a position pursuant to Section 3., above, the employee shall be laid off.
- b) No promotional probationary employee or permanent employee within a class in the department shall be laid off until all temporary, nonpermanent part-time and non-promotional probationary employees in the class are laid off. Permanent employees whose positions have been eliminated may exercise citywide bumping rights to a lower class in the occupational series pursuant to Part 2.
- c) When a position in a class and/or occupational series is eliminated, any employee in the class who is on authorized leave of absence or is holding a temporary acting position in another class shall be included for determining order of service credit and be subject to these layoff procedures as if the employee was in his or her permanent position.

3. Notification of Employees

- a) The Human Resources Division shall give written notice of layoff to the employee by personal service or by sending it by certified mail to the last known mailing address at least fifteen (15) calendar days prior to the effective date of the layoff. Normally notices will be served on employees personally at work.
- b) Layoff notices may be initially issued to all employees who may be subject to layoff as a result of employees exercising voluntary reduction/bumping rights.
- c) The notice of layoff shall include the reason for the layoff, the effective date of the layoff, the employee's hire date, and the employee's service credit ranking. The notice shall also include the employee's right to bump the person in a lower class with the least service credit within the occupational series provided the employee possesses the necessary qualifications to successfully perform the duties in the lower class and the employee has more service credit than the incumbent in the lower class.

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- d) The written layoff notice given to an employee shall include notice that he or she has seven (7) calendar days from the date of personal service, or date of delivery of mail if certified, to notify the Human Resources Manager in writing if the employee intends to exercise the employee's bumping rights, if any, pursuant to Part 2, Bumping Rights.
- e) Whenever practicable, any employee with the least amount of service credit in a lower class within an occupational series which is identified for work force reduction shall also be given written notice that such employee may be bumped pursuant to Part 2. This notice shall include the items referred to in C., above.
- f) If an employee disagrees with the City's computation of service credit or listed date of hire, the employee shall notify the Human Resources Manager as soon as possible, but in no case later than five (5) calendar days after the personal service or certified mail delivery. Disputes regarding date of hire or service credit shall be jointly reviewed by the Human Resources Manager and the employee and/or the employee's representative as soon as possible, but in no case later than five (5) calendar days from the date the employee notifies the Human Resources Manager of the dispute. Within five (5) calendar days after the dispute is reviewed, the employee shall be notified in writing of the decision.

4. Part 2 – Bumping Rights

a) Voluntary Reduction or Bumping in Lieu of Layoff

- 1) A promotional probationary employee or permanent employee who receives a layoff notice may request a reduction to a position in a lower class within the occupational series provided the employee possesses the necessary qualifications to perform the duties of the position.
- 2) Employees electing reduction under "a" above, shall be reduced to a position authorized to be filled in a lower class within the employee's occupational series. The employee may reduce to a lower class in his/her occupational series by: 1) filling a vacancy in that class, or 2) if no vacancy exists, displacing the employee in the class with the least service credit whose position the employee has the necessary qualifications to perform. A displaced employee shall have bumping rights.
- 3) An employee who receives a layoff notice must exercise bumping rights within seven (7) calendar days of receipt of the notice as specified in Part 1 - Layoff Procedure. Failure to respond within the time limit shall result in a reputable presumption that the employee does not intend to exercise any right of reduction or bumping to a lower class. The employee must carry the burden of proof to show that the employee's failure to respond within the time limits was reasonable. If the employee establishes that failure to respond within the time limit was reasonable, to the Human

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Resource Manager's satisfaction, the employee shall be permitted to exercise bumping rights, but shall not be reinstated to a paid position until the employee to be bumped has vacated the position. If the employee disagrees with the Human Resource Manager decision, the employee may appeal pursuant to the provisions of Sections 3 and 4 below.

b) Reinstatement/Re-Employment Lists

Any employee who takes a reduction to a position in a lower class within the occupational series in lieu of layoff shall be placed on the reinstatement/re-employment list pursuant to Part 3, Re-Employment.

c) Qualifications Appeal

Any employee who is denied a reduction to a position in a lower class within the occupational series on the basis that the employee does not possess the necessary qualifications to successfully perform the duties of the lower position may appeal the decision. The appeal shall be filed with the Human Resource Manager within five (5) calendar days of the employee's receipt of written notice of the decision and reason(s) for denial. The employee's appeal shall be in writing and shall include supporting facts or documents supporting the appeal.

d) Qualifications Appeal Hearing

- 1) Upon receipt of an appeal, the Human Resource Manager shall contact a mediator from the California State Mediation and Conciliation Service to schedule a hearing within two (2) weeks after receipt of the appeal. If the California State Mediation and Conciliation Service is not available within that time frame, the parties shall mutually select a person who is available within the time frame. If the California State Mediation and Conciliation Service and the person mutually selected are not available within the time frame, the parties shall select the earliest date either is available to conduct the hearing. The parties shall split the cost, if any, of the hearing officer. In addition, the parties shall meet within three (3) workdays to attempt to resolve the dispute. If the dispute remains unresolved, the parties shall endeavor in good faith to submit to the hearing officer a statement of all agreed upon facts relevant to the hearing.
- 2) Appeal hearings shall be limited to two (2) hours, except as otherwise agreed by the parties or directed by the hearing officer.
- 3) The hearing officer shall attempt to resolve the dispute by mutual agreement if possible. If no agreement is reached, the hearing officer shall render a decision at the conclusion of the hearing, which shall be final and binding

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5. Part 3 – Re-Employment

a) Re-Employment

- 1) Employees who are laid off or reduced to avoid layoff shall have their names placed upon a re-employment list, for each class in the occupational series, in seniority order at or below the level of the class from which laid off or reduced.
- 2) Names of persons placed on the re-employment lists shall remain on the list for two (2) years from the date of layoff or reduction.
- 3) Vacancies shall be filled from the re-employment list for a class, starting at tile top of the list, providing that the person meets the necessary qualifications for tile position.
- 4) Names of persons are to be removed from the reemployment list for a class if on two (2) occasions they decline an offer of employment or on two (2) occasions fail to respond to offers of employment in a particular class within five (5) calendar days of receipt of written notice of an offer. Any employee who is dismissed from the City service for cause shall have his or her name removed from all re-employment lists.
- 5) Re-employment lists shall be available to HBMEO and affected employees upon reasonable request,
- 6) Qualification appeals involving re-employment rights shall be resolved in the same manner as that identified in Part 2., Section 4.

b) Status on Re-Employment

- 1) Persons re-employed from layoff within a two (2) year period from the date of layoff shall receive the following considerations and benefits:
 - a) Service credit held upon layoff shall be restored, but no credit shall be added for the period of layoff.
 - b) Prior service credit shall be counted toward sick leave and vacation accruals.
 - c) Employees may cash in sick leave upon layoff or at any time after layoff in the manner and amount set forth in existing Memoranda of Understanding for that employee's unit. Sick leave shall be paid to an employee when the re-employment list(s) expire(s), if not previously paid.

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- d) Upon reinstatement the employee may have his or her sick leave re-credited by repayment to the City the cashed amount. Sick leave accumulation of less than 480 hours shall be restored upon re-employment.
 - e) The employee shall be returned to the salary step of the classification held at the time of the layoff and credited with the time previously served at that step prior to being laid off.
 - f) The probationary status of the employee shall resume if incomplete.
- 2) Employees who have been reduced in class to avoid layoff and are returned within two (2) years to their former class shall be placed at the salary step of the class they held at the time of reduction and have their merit increase eligibility date recalculated.

ARTICLE XIV - MISCELLANEOUS

A. Physical Examination

Employees covered by this agreement shall be provided, once every two years, with a City-paid physical examination. Said exam shall be comprehensive in nature and shall include:

1. A complete medical history, physical exam, laboratory testing and review of results by a physician. (See Exhibit G, Physical Exam Description.)
2. A stress EKG will be provided for employees forty (40) years of age or older.

No more than one-half of the eligible employees shall receive examinations in any one fiscal year.

B. Vehicle Policy

1. Approval is required by the City Administrator or his designee for any City vehicle to be taken home by a MEO employee.
2. The auto allowance for qualifying employees shall be one hundred sixty-one dollars and fifty-three cents (\$161.53) bi-weekly. Effective September 24, 2005, the auto allowance shall be increased to two hundred seven dollars and sixty-nine cents (\$207.69) bi-weekly.
3. No unit employee shall have their automobile allowance eliminated until the City's Fleet Management Policy is re-negotiated.
4. Eligibility for automobile allowance shall be determined in accordance with the City's Fleet Management Program dated August 1999.

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5. Employees in the following classifications are eligible to receive Auto Allowance:

Beach Operations Supervisor
Building Maintenance Supervisor
City Engineer
Combination Structural Inspection Supervisor
Construction Manager
Deputy Director of Public Works
Deputy Director of Recreation/Beach Development
Development, Concessions & Facilities Manager
Fire Protection Analyst
Human Services Program Supervisor
Inspection Manager
Landscape Architect
Landscape Maintenance Supervisor
Maintenance Operations Manager
Marine Safety Chief
Mechanical Maintenance Supervisor
Parking/Camping Facility Supervisor
Police Communications Manager
Police Records Administrator
Principal Electrical Inspector
Principal Plumbing Mechanical Inspector
Public Safety Systems Manager
Real Estate Services Manager
Recreation, Human & Cultural Affairs Superintendent
Street & Building Maintenance Supervisor
Transportation Manager
Tree Maintenance Supervisor
Utilities Manager
Wastewater Supervisor
Water Distribution Supervisor
Water Production Supervisor

C. Deferred Compensation

1. Loan Program

Employees may borrow up to 50% of their deferred compensation funds for critical needs such as medical costs, college tuition, or purchase of a home.

2. Deferred Compensation Contribution at Time of Separation

The value of any unused earned leave benefits may be transferred to deferred compensation at separation (including retirement), but only during the time that the employee is actively employed with the City. The latest opportunity for such transfer must be the pay period prior to the employee's last day of employment.

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D. Collection of Payroll Overpayments

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

In the event the employee separates from employment during the collection period, the final amount shall be deducted from the last payroll check of the employee. If applicable, the balance due from the employee shall be communicated upon employment separation if the last payroll check does not sufficiently cover the amount due the City.

It shall be the responsibility of the employee and the City to periodically monitor the accuracy of compensation payments or reimbursements due to the possibility of a clerical oversight or error. The City reserves the right to also collect compensation overpayments caused by or the result of misinterpretation of a pay provision by non-authorized personnel. The interpretation of all pay provisions shall be administered by the City Administrator or designee and as adopted by the City Council. Unauthorized compensation payments shall not constitute a past practice.

E. Salary Study for Certain Classifications

During the term of this agreement, the City will conduct a classification/compensation study of selected classifications within the bargaining unit. At the conclusion of the study of any position, the City will meet and discuss with the Association the outcome of the study. The classifications to be reviewed will likely include, but not be limited, to the following:

- Review the position of Facilities, Development & Concessions Manager for a title change to Superintendent to be consistent with other management positions in the Community Services Department.
- Review the position of Cultural Affairs Supervisor for updated duties and responsibilities that include fundraising for the Art Center. Compare to other management positions in the Community Services Department.
- Review the Special Events Coordinator job classification for a title change to Special Events Manager or Supervisor
- Review compensation for the Computer Operations Supervisor in the IS Department
- Review compensation for the Network Systems Administrator in the IS Department
- Review compensation for the Office Automation Systems Administrator in the IS Department
- Review compensation for the Senior Business Systems Analyst in the IS Department
- Review GIS Administrator compensation in the IS Department
- Review compaction between the positions of Permit & Plan Check Manager and the Plan Check Engineer job series in the Building & Safety Department
- Incorporate flexible staffing in the Plan Check Engineer job series

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- Incorporate flexible staffing in the IS Analyst job series
- Incorporate flexible staffing in the Civil Engineering job series
- Incorporate flexible staffing in the Traffic Engineering job series
- Review the Civil Engineering job series from Associate Civil Engineer to City Engineer for compaction and competitiveness in both public and private sectors
- Review certification requirements for Building Inspection positions for proposed modifications
- Review Administrative Analyst job series for compaction issues
- Review compensation and qualifications for Maintenance Operations Manager
- Evaluate the Landscape Architect position in the Public Works Department for assigned duties and compensation
- Review the position of Development & Petro/Chem Supervisor
- Change title of "Combination/Structural Inspection Supervisor" to "Inspection Supervisor"
- Review the position of Marine Safety Chief
- Review the compensation in the Librarian job series
- Review the position of Purchasing/Central Services Manager
- Review the position of Police Communications Manager for compensation compaction issues related to positions under direct supervision
- Review the position of Detention Administrator for compensation compaction issues related to the positions under direct supervision
- Review Process Owner Assignment Pay for any new designated process assignment

F. Unit Modification

Notwithstanding any other provisions of this agreement, the City and Association agree to meet and confer during the term of the agreement regarding review of the MEO positions listed below for proposed changes to unit representation:

All (non executive level) exempt classifications currently designated as Non-Associated employees:

Assistant City Attorney
 Administrative Analyst
 Community Relations Officer
 Finance Officer
 Human Resources Manager
 Payroll Analyst
 Personnel Analyst
 Principal Administrative Analyst
 Principal Personnel Analyst
 Risk Manager
 Senior Administrative Analyst
 Senior Budget Analyst
 Senior Deputy City Attorney/Litigator
 Senior Personnel Analyst

Other positions as may be necessary to comply with updated FLSA regulation changes.

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G. Required Fingerprinting of Employees that Work with Senior Citizens

The City requires all employees who are hired, transferred, or promoted to positions with oversight responsibilities for senior citizens to be fingerprinted for California Department of Justice (DOJ) clearance.

H. Acting Assignment

Acting assignments are not intended to exceed six months unless extraordinary circumstances warrant an extension as recommended and approved by the Human Resources Manager. Under no circumstances shall an acting assignment exceed one year nor shall it be considered a reclassification or a promotion.

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ARTICLE XV - CITY COUNCIL APPROVAL

It is the understanding of the City and the Association that this Memorandum of Understanding is of no force or effect 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 _____ day of March 2005.

**CITY OF HUNTINGTON BEACH
A Municipal Corporation**

**HUNTINGTON BEACH
MANAGEMENT EMPLOYEES'
ORGANIZATION**

By: Penelope Culbreth Graft
Penelope Culbreth-Graft
City Administrator

By: Shawna Bawa
Shawna Bawa
MEO President

By: Irma Youssefieh / CT
Irma Youssefieh
Human Resources Manager

By: Kate Hoffman
Kate Hoffman
MEO Vice President

By: Eric Charlton
Eric Charlton
Chief Negotiator

By: James Jones
James Jones, Negotiating Team

By: Tom Graham
Tom Graham, Negotiating Team

Approved as to Form:

Approved as to Form:

By: Jennifer M. McGrath 2/28/05
Jennifer M. McGrath
City Attorney

By: _____
James G. Harker, MEO Counsel

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ARTICLE XV - CITY COUNCIL APPROVAL

It is the understanding of the City and the Association that this Memorandum of Understanding is of no force or effect 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 ____ day of March 2005.

**CITY OF HUNTINGTON BEACH
A Municipal Corporation**

**HUNTINGTON BEACH
MANAGEMENT EMPLOYEES'
ORGANIZATION**

By: _____
Penelope Culbreth-Graft
City Administrator

By: _____
Shawna Bawa
MEO President

By: _____
Irma Youssefieh
Human Resources Manager

By: _____
Kate Hoffman
MEO Vice President

By: _____
Renée Mayne
Chief Negotiator

By: _____
Eric Charlone
Chief Negotiator

By: _____
James Jones, Negotiating Team

By: _____
Tom Graham, Negotiating Team

Approved as to Form:

Approved as to Form:

By: _____
Jennifer M. McGrath
City Attorney

By: _____
James G. Harker
James G. Harker, MEO Counsel

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EXHIBIT A

**CITY OF HUNTINGTON BEACH
MANAGEMENT EMPLOYEES' ORGANIZATION SALARY SCHEDULE
EFFECTIVE SEPTEMBER 25, 2004**

Job Code	Description	Pay Grade	A	B	C	D	E
0025	Administrative Analyst	505	\$27.06	\$28.55	\$30.12	\$31.78	\$33.53
0132	Assistant City Clerk	496	\$25.89	\$27.31	\$28.81	\$30.39	\$32.06
0037	Assistant Econ Development Project Manager	525	\$29.91	\$31.55	\$33.28	\$35.11	\$37.04
0069	Associate Civil Engineer	550	\$33.88	\$35.74	\$37.71	\$39.78	\$41.97
0071	Associate Planner	525	\$29.91	\$31.55	\$33.28	\$35.11	\$37.04
0034	Associate Traffic Engineer	551	\$34.05	\$35.92	\$37.90	\$39.98	\$42.18
0044	Beach Operations Supervisor	535	\$31.44	\$33.17	\$34.99	\$36.91	\$38.94
0501	Business Applications Supervisor	580	\$39.36	\$41.52	\$43.80	\$46.21	\$48.75
0500	Business Systems Manager	600	\$43.48	\$45.87	\$48.39	\$51.06	\$53.86
0070	Chief Criminalist	585	\$40.34	\$42.56	\$44.90	\$47.37	\$49.98
0024	City Engineer	625	\$49.24	\$51.95	\$54.81	\$57.82	\$61.00
0092	Claims Supervisor	543	\$32.72	\$34.52	\$36.42	\$38.42	\$40.53
0073	Combination/Structural Inspection Supervisor	541	\$32.40	\$34.18	\$36.06	\$38.04	\$40.13
0065	Community Services Manager	544	\$32.88	\$34.69	\$36.60	\$38.61	\$40.73
0097	Construction Manager	565	\$36.51	\$38.52	\$40.64	\$42.87	\$45.23
0085	Contract Administrator	533	\$31.12	\$32.83	\$34.64	\$36.55	\$38.56
0045	Criminalist Supervisor	557	\$35.07	\$37.00	\$39.04	\$41.19	\$43.46
0253	Cultural Affairs Supervisor	488	\$24.86	\$26.23	\$27.67	\$29.19	\$30.80
0081	Deputy City Attorney I	538	\$31.91	\$33.67	\$35.52	\$37.47	\$39.53
0080	Deputy City Attorney II	575	\$38.38	\$40.49	\$42.72	\$45.07	\$47.55
0079	Deputy City Attorney III	603	\$44.13	\$46.56	\$49.12	\$51.82	\$54.67
0068	Deputy City Engineer	597	\$42.82	\$45.18	\$47.66	\$50.28	\$53.05
0090	Deputy City Treasurer	581	\$39.55	\$41.73	\$44.02	\$46.44	\$48.99
0027	Deputy Dir of Recreation/Beach Development	615	\$46.84	\$49.42	\$52.14	\$55.01	\$58.04
0035	Deputy Director of Public Works	625	\$49.24	\$51.95	\$54.81	\$57.82	\$61.00
0486	Detention Administrator	536	\$31.59	\$33.33	\$35.16	\$37.09	\$39.13
0473	Development & Petro-Chemical Supervisor	537	\$31.75	\$33.50	\$35.34	\$37.28	\$39.33
0039	Economic Development Project Manager	556	\$34.90	\$36.82	\$38.85	\$40.99	\$43.24
0474	Facilities, Development & Concessions Mgr	550	\$33.88	\$35.74	\$37.71	\$39.78	\$41.97
0131	Fire Med Coordinator	533	\$31.12	\$32.83	\$34.64	\$36.55	\$38.56
0130	Fire Protection Analyst	533	\$31.12	\$32.83	\$34.64	\$36.55	\$38.56
0498	GIS Administrator	550	\$33.88	\$35.74	\$37.71	\$39.78	\$41.97
0023	Housing/Redevelopment Manager	576	\$38.58	\$40.70	\$42.94	\$45.30	\$47.79
0200	Info Systems Computer Operations Supervisor	526	\$30.06	\$31.71	\$33.45	\$35.29	\$37.23
0489	Information System Communications Manager	586	\$40.55	\$42.78	\$45.13	\$47.61	\$50.23
0116	Information Systems Analyst II	513	\$28.17	\$29.72	\$31.35	\$33.07	\$34.89
0038	Information Systems Manager	601	\$43.70	\$46.10	\$48.64	\$51.31	\$54.13

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Job Code	Description	Pay Grade	A	B	C	D	E
0075	Inspection Manager	569	\$37.25	\$39.30	\$41.46	\$43.74	\$46.15
0251	Investigator	505	\$27.06	\$28.55	\$30.12	\$31.78	\$33.53
0158	Landscape Architect	533	\$31.12	\$32.83	\$34.64	\$36.55	\$38.56
0049	Landscape Maintenance Supervisor	535	\$31.44	\$33.17	\$34.99	\$36.91	\$38.94
0095	Law Office Manager	509	\$27.62	\$29.14	\$30.74	\$32.43	\$34.21
0030	Maintenance Operations Manager	579	\$39.16	\$41.31	\$43.58	\$45.98	\$48.51
0032	Marine Safety Division Chief	585	\$40.34	\$42.56	\$44.90	\$47.37	\$49.98
0048	Mechanical Maintenance Supervisor	535	\$31.44	\$33.17	\$34.99	\$36.91	\$38.94
0441	Neighborhood Preservation Program Manager	576	\$38.58	\$40.70	\$42.94	\$45.30	\$47.79
0490	Network Systems Administrator	564	\$36.32	\$38.32	\$40.43	\$42.65	\$45.00
0502	Office Automation Systems Administrator	558	\$35.25	\$37.19	\$39.24	\$41.40	\$43.68
0133	Parking & Camping Facilities Supervisor	522	\$29.47	\$31.09	\$32.80	\$34.60	\$36.50
0098	Permit & Plan Check Manager	578	\$38.96	\$41.10	\$43.36	\$45.75	\$48.27
0209	Permit & Plan Check Supervisor	534	\$31.28	\$33.00	\$34.82	\$36.73	\$38.75
0099	Plan Check Engineer	564	\$36.32	\$38.32	\$40.43	\$42.65	\$45.00
0444	Planning Manager	586	\$40.55	\$42.78	\$45.13	\$47.61	\$50.23
0022	Police Communications Manager	536	\$31.59	\$33.33	\$35.16	\$37.09	\$39.13
0094	Police Records Administrator	536	\$31.59	\$33.33	\$35.16	\$37.09	\$39.13
0028	Principal Accountant	540	\$32.24	\$34.01	\$35.88	\$37.85	\$39.93
0084	Principal Administrative Analyst	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0096	Principal Civil Engineer	569	\$37.25	\$39.30	\$41.46	\$43.74	\$46.15
0072	Principal Electrical Inspector	522	\$29.47	\$31.09	\$32.80	\$34.60	\$36.50
0482	Principal Librarian	526	\$30.06	\$31.71	\$33.45	\$35.29	\$37.23
0074	Principal Planner	576	\$38.58	\$40.70	\$42.94	\$45.30	\$47.79
0076	Principal Plumbing Mechanical Inspector	522	\$29.47	\$31.09	\$32.80	\$34.60	\$36.50
0496	Public Safety Systems Manager	587	\$40.76	\$43.00	\$45.36	\$47.85	\$50.48
0497	Public Safety Systems Supervisor	582	\$39.73	\$41.92	\$44.23	\$46.66	\$49.23
0083	Purchasing & Central Services Manager	542	\$32.56	\$34.35	\$36.24	\$38.23	\$40.33
0043	Real Estate Services Manager	584	\$40.14	\$42.35	\$44.68	\$47.14	\$49.73
0093	Real Property Agent	556	\$34.90	\$36.82	\$38.85	\$40.99	\$43.24
0042	Recreation & Human Services Superintendent	575	\$38.38	\$40.49	\$42.72	\$45.07	\$47.55
0089	Senior Administrative Analyst	533	\$31.12	\$32.83	\$34.64	\$36.55	\$38.56
0499	Senior Information Systems Analyst	558	\$35.25	\$37.19	\$39.24	\$41.40	\$43.68
0077	Senior Librarian	496	\$25.89	\$27.31	\$28.81	\$30.39	\$32.06
0036	Senior Planner	556	\$34.90	\$36.82	\$38.85	\$40.99	\$43.24
0046	Senior Recreation Supervisor	522	\$29.47	\$31.09	\$32.80	\$34.60	\$36.50
0457	Special Events Coordinator	488	\$24.86	\$26.23	\$27.67	\$29.19	\$30.80
0488	Street/Building Maintenance Supervisor	535	\$31.44	\$33.17	\$34.99	\$36.91	\$38.94
0033	Transportation Manager	594	\$42.20	\$44.52	\$46.97	\$49.55	\$52.27
0051	Tree Maintenance Supervisor	535	\$31.44	\$33.17	\$34.99	\$36.91	\$38.94
0483	Utilities Manager	599	\$43.26	\$45.64	\$48.15	\$50.80	\$53.59
0487	Wastewater Supervisor	535	\$31.44	\$33.17	\$34.99	\$36.91	\$38.94
0052	Water Distribution Supervisor	535	\$31.44	\$33.17	\$34.99	\$36.91	\$38.94
0053	Water Production Supervisor	535	\$31.44	\$33.17	\$34.99	\$36.91	\$38.94

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EXHIBIT A

**CITY OF HUNTINGTON BEACH
MANAGEMENT EMPLOYEES' ORGANIZATION SALARY SCHEDULE
EFFECTIVE SEPTEMBER 24, 2005**

Job Type	Description	Pay Grade	A	B	C	D	E
0025	Administrative Analyst	513	\$28.17	\$29.72	\$31.35	\$33.07	\$34.89
0132	Assistant City Clerk	504	\$26.93	\$28.41	\$29.97	\$31.62	\$33.36
0037	Assistant Econ Development Project Manager	533	\$31.12	\$32.83	\$34.64	\$36.55	\$38.56
0069	Associate Civil Engineer	558	\$35.25	\$37.19	\$39.24	\$41.40	\$43.68
0071	Associate Planner	533	\$31.12	\$32.83	\$34.64	\$36.55	\$38.56
0034	Associate Traffic Engineer	559	\$35.43	\$37.38	\$39.44	\$41.61	\$43.90
0044	Beach Operations Supervisor	543	\$32.72	\$34.52	\$36.42	\$38.42	\$40.53
0501	Business Applications Supervisor	588	\$40.95	\$43.20	\$45.58	\$48.09	\$50.73
0500	Business Systems Manager	608	\$45.24	\$47.73	\$50.36	\$53.13	\$56.05
0070	Chief Criminalist	593	\$41.98	\$44.29	\$46.73	\$49.30	\$52.01
0024	City Engineer	633	\$51.25	\$54.07	\$57.05	\$60.18	\$63.49
0092	Claims Supervisor	551	\$34.05	\$35.92	\$37.90	\$39.98	\$42.18
0073	Combination/Structural Inspection Supervisor	549	\$33.71	\$35.56	\$37.52	\$39.58	\$41.76
0065	Community Services Manager	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0097	Construction Manager	573	\$38.00	\$40.09	\$42.29	\$44.62	\$47.07
0085	Contract Administrator	541	\$32.40	\$34.18	\$36.06	\$38.04	\$40.13
0045	Criminalist Supervisor	565	\$36.51	\$38.52	\$40.64	\$42.87	\$45.23
0253	Cultural Affairs Supervisor	496	\$25.89	\$27.31	\$28.81	\$30.39	\$32.06
0081	Deputy City Attorney I	546	\$33.20	\$35.03	\$36.96	\$38.99	\$41.13
0080	Deputy City Attorney II	583	\$39.93	\$42.13	\$44.45	\$46.90	\$49.48
0079	Deputy City Attorney III	611	\$45.92	\$48.45	\$51.11	\$53.92	\$56.89
0068	Deputy City Engineer	605	\$44.56	\$47.01	\$49.60	\$52.33	\$55.21
0090	Deputy City Treasurer	589	\$41.15	\$43.41	\$45.80	\$48.32	\$50.98
0027	Deputy Dir of Recreation/Beach Development	623	\$48.76	\$51.44	\$54.27	\$57.25	\$60.40
0035	Deputy Director of Public Works	633	\$51.25	\$54.07	\$57.05	\$60.18	\$63.49
0486	Detention Administrator	544	\$32.88	\$34.69	\$36.60	\$38.61	\$40.73
0473	Development & Petro/Chemical Supervisor	545	\$33.04	\$34.86	\$36.78	\$38.80	\$40.93
0039	Economic Development Project Manager	564	\$36.32	\$38.32	\$40.43	\$42.65	\$45.00
0474	Facilities, Development & Concessions Mgr	558	\$35.25	\$37.19	\$39.24	\$41.40	\$43.68
0131	Fire Med Coordinator	541	\$32.40	\$34.18	\$36.06	\$38.04	\$40.13
0130	Fire Protection Analyst	541	\$32.40	\$34.18	\$36.06	\$38.04	\$40.13
0498	GIS Administrator	558	\$35.25	\$37.19	\$39.24	\$41.40	\$43.68
0023	Housing/Redevelopment Manager	584	\$40.14	\$42.35	\$44.68	\$47.14	\$49.73
0200	Info Systems Computer Operations Supervisor	534	\$31.28	\$33.00	\$34.82	\$36.73	\$38.75
0489	Information System Communications Manager	594	\$42.20	\$44.52	\$46.97	\$49.55	\$52.27
0116	Information Systems Analyst II	521	\$29.33	\$30.94	\$32.64	\$34.43	\$36.32
0038	Information Systems Manager	609	\$45.47	\$47.97	\$50.61	\$53.39	\$56.33
0075	Inspection Manager	577	\$38.78	\$40.91	\$43.16	\$45.53	\$48.03
0251	Investigator	513	\$28.17	\$29.72	\$31.35	\$33.07	\$34.89

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Job Type	Description	Pay Grade	A	B	C	D	E
0158	Landscape Architect	541	\$32.40	\$34.18	\$36.06	\$38.04	\$40.13
0049	Landscape Maintenance Supervisor	543	\$32.72	\$34.52	\$36.42	\$38.42	\$40.53
0095	Law Office Manager	517	\$28.73	\$30.31	\$31.98	\$33.74	\$35.60
0030	Maintenance Operations Manager	587	\$40.76	\$43.00	\$45.36	\$47.85	\$50.48
0032	Marine Safety Division Chief	593	\$41.98	\$44.29	\$46.73	\$49.30	\$52.01
0048	Mechanical Maintenance Supervisor	543	\$32.72	\$34.52	\$36.42	\$38.42	\$40.53
0441	Neighborhood Preservation Program Manager	584	\$40.14	\$42.35	\$44.68	\$47.14	\$49.73
0490	Network Systems Administrator	572	\$37.82	\$39.90	\$42.09	\$44.40	\$46.84
0502	Office Automation Systems Administrator	566	\$36.69	\$38.71	\$40.84	\$43.09	\$45.46
0133	Parking & Camping Facilities Supervisor	530	\$30.66	\$32.35	\$34.13	\$36.01	\$37.99
0098	Permit & Plan Check Manager	586	\$40.55	\$42.78	\$45.13	\$47.61	\$50.23
0209	Permit & Plan Check Supervisor	542	\$32.56	\$34.35	\$36.24	\$38.23	\$40.33
0099	Plan Check Engineer	572	\$37.82	\$39.90	\$42.09	\$44.40	\$46.84
0444	Planning Manager	594	\$42.20	\$44.52	\$46.97	\$49.55	\$52.27
0022	Police Communications Manager	544	\$32.88	\$34.69	\$36.60	\$38.61	\$40.73
0094	Police Records Administrator	544	\$32.88	\$34.69	\$36.60	\$38.61	\$40.73
0028	Principal Accountant	548	\$33.54	\$35.38	\$37.33	\$39.38	\$41.55
0084	Principal Administrative Analyst	560	\$35.61	\$37.57	\$39.64	\$41.82	\$44.12
0096	Principal Civil Engineer	577	\$38.78	\$40.91	\$43.16	\$45.53	\$48.03
0072	Principal Electrical Inspector	530	\$30.66	\$32.35	\$34.13	\$36.01	\$37.99
0482	Principal Librarian	534	\$31.28	\$33.00	\$34.82	\$36.73	\$38.75
0074	Principal Planner	584	\$40.14	\$42.35	\$44.68	\$47.14	\$49.73
0076	Principal Plumbing Mechanical Inspector	530	\$30.66	\$32.35	\$34.13	\$36.01	\$37.99
0496	Public Safety Systems Manager	595	\$42.40	\$44.73	\$47.19	\$49.79	\$52.53
0497	Public Safety Systems Supervisor	590	\$41.36	\$43.63	\$46.03	\$48.56	\$51.23
0083	Purchasing & Central Services Manager	550	\$33.88	\$35.74	\$37.71	\$39.78	\$41.97
0043	Real Estate Services Manager	592	\$41.77	\$44.07	\$46.49	\$49.05	\$51.75
0093	Real Property Agent	564	\$36.32	\$38.32	\$40.43	\$42.65	\$45.00
0042	Recreation & Human Services Superintendent	583	\$39.93	\$42.13	\$44.45	\$46.90	\$49.48
0089	Senior Administrative Analyst	541	\$32.40	\$34.18	\$36.06	\$38.04	\$40.13
0499	Senior Information Systems Analyst	566	\$36.69	\$38.71	\$40.84	\$43.09	\$45.46
0077	Senior Librarian	504	\$26.93	\$28.41	\$29.97	\$31.62	\$33.36
0036	Senior Planner	564	\$36.32	\$38.32	\$40.43	\$42.65	\$45.00
0046	Senior Recreation Supervisor	530	\$30.66	\$32.35	\$34.13	\$36.01	\$37.99
0457	Special Events Coordinator	496	\$25.89	\$27.31	\$28.81	\$30.39	\$32.06
0488	Street/Building Maintenance Supervisor	543	\$32.72	\$34.52	\$36.42	\$38.42	\$40.53
0033	Transportation Manager	602	\$43.91	\$46.32	\$48.87	\$51.56	\$54.40
0051	Tree Maintenance Supervisor	543	\$32.72	\$34.52	\$36.42	\$38.42	\$40.53
0483	Utilities Manager	607	\$45.01	\$47.49	\$50.10	\$52.85	\$55.76
0487	Wastewater Supervisor	543	\$32.72	\$34.52	\$36.42	\$38.42	\$40.53
0052	Water Distribution Supervisor	543	\$32.72	\$34.52	\$36.42	\$38.42	\$40.53
0053	Water Production Supervisor	543	\$32.72	\$34.52	\$36.42	\$38.42	\$40.53

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EXHIBIT B

DELTA DENTAL PLAN BROCHURE

A copy of the Delta Dental Plan Brochure
may be obtained from the
Administrative Services Department

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EXHIBIT C

DELTA CARE DENTAL PLAN BROCHURE

A copy of the Delta Care Plan Brochure
may be obtained from the
Administrative Services Department

F-2.65

EXHIBIT D

CITY PROVIDED MEDICAL PLAN BROCHURES

A copy of the Medical Plan Brochures
may be obtained from the
Administrative Services Department

F-2.66

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EXHIBIT E

RETIREE SUBSIDY MEDICAL PLAN

An employee who has retired from the City shall be entitled to participate in the City-sponsored medical insurance plans and the City shall contribute toward monthly premiums for coverage in an amount as specified in accordance with this Plan, provided:

- A. At the time of retirement the employee has a minimum of ten (10) years of continuous full-time City service or is granted an industrial disability retirement; and
- B. At the time of retirement, the employee is employed by the City; and
- C. Following official separation from the City, the employee is granted a retirement allowance by the California Public Employees' Retirement System.

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

- 1. 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 monthly premiums may be adjusted downward or eliminated. Benefit coverage at age 65 under the City's medical plans shall be governed by applicable plan document.
- 2. In the event of the death of any employee, whether retired or not, the amount of the retiree medical insurance subsidy benefit which the deceased employee was receiving at the time of his/her death would be eligible to receive if he/she were retired at the time of death, shall be paid on behalf of the spouse or family for a period not to exceed twelve (12) months.

SCHEDULE OF BENEFITS

- A. Minimum Eligibility for Benefits - With the exception of an industrial disability retirement, eligibility for benefits begin after an employee has completed ten (10) years of continuous full time 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.
- B. Disability Retirees - Industrial disability retirees with less than ten (10) years of service shall receive a maximum monthly payment toward the premium for health insurance of \$121. Payments shall be in accordance with the stipulations and conditions, which exist for all retirees. Payment shall not exceed dollar amount, which is equal to the full cost of premium for employee only.

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- C. Maximum Monthly Subsidy Payments - Payment amounts may be reduced each month as dependent eligibility ceases due to death, divorce or loss of dependent child status. However, the amount shall not be reduced if such reduction would cause insufficient funds needed to pay the full premium for the employee and the remaining dependents. In the event no reduction occurs and the remaining benefit premium is not sufficient to pay the premium amount for the employee and the eligible dependents, said needed excess premium amount shall be paid by the employee.

All retirees, including those retired as a result of disability whose number of continuous, full time years of City service prior to retirement City exceeds ten (10), shall be entitled to maximum monthly payment of premiums by the for each year of completed City service as follows:

Maximum Monthly Payment
for Retirements After:

Years of Service	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

RETIREE SUBSIDY MEDICAL PLAN/MISCELLANEOUS PROVISIONS

A. Eligibility:

1. The effective start-up date of the Retiree Subsidy Medical Plan for the various employee groups shall be the first of the month following retirement date.
2. A retiree may change plans, add dependents, etc., during annual open enrollment. The Administrative Services Department shall notify covered retirees of this opportunity each year.

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3. Years of service computed for the Retiree Subsidy Medical Plan are actual years of completed service with the City of Huntington Beach.

B. Benefits:

1. Retiree Subsidy Medical Plan includes Managed Health Network (MHN), Prescription Card System (PCS), Orange County Foundation for Medical Care (OCFMC) and Medical Stop Loss insurance.
2. City Plans are the primary payer for active employees age 65 and over, with Medicare the secondary payer. Retirees age 65 and over have no City Plan options and are eligible only for Medicare.
3. Premium payments are to be received at least one month in advance of the coverage period.

C. Subsidies:

1. The subsidy payments will pay for:
 - a. Retiree Subsidy Medical Plan.
 - b. HMO.
 - c. Part A of Medicare for those retirees not eligible for paid Part A.
2. Subsidy payments will not pay for:
 - a. Part B Medicare.
 - b. Regular City Employee Indemnity Plan.
 - c. Any other employee benefit plan.
 - d. Any other commercially available benefit plan.
 - e. Medicare supplements

D. Medicare:

1. All persons are eligible for Medicare coverage at age 65. Those with sufficient credit 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, Part B of Medicare is paid for by the participant.

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2. When a retiree and his/her spouse are both 65 or over, and neither is eligible for paid Part A of Medicare, the subsidy shall pay for Part A for each of them or the maximum subsidy, whichever is less.
3. 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, the spouse shall not receive 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.

E. Cancellation:

1. For retirees/dependents eligible for paid Part A of Medicare, the following cancellation provisions apply:
 - a. Coverage for a retiree under the Retiree Subsidy Medical Plan will be eliminated on the first day of the month in which the retiree reaches age 65. If such retiree was covering dependents under the Plan, dependents will be eligible for COBRA continuation benefits effective as of the retiree's 65th birthday.
 - b. Dependent coverage will be eliminated upon whichever of the following occasions comes first:
 - 1) After 36 months of COBRA continuation coverage, or
 - 2) When the covered dependent reaches age 65 in the event such dependent reaches age 65 prior to the retiree reaching age 65.
 - c. 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 Retiree Subsidy Medical Plan will be eliminated.
2. See provisions under "Benefits," "Subsidies," and "Medicare" for those retirees/dependents not eligible for paid Part A of Medicare.
3. Retiree Subsidy Medical Plan and COBRA participants shall be notified of non-payment of premium by means of a certified letter from Employee Benefits in accordance with provisions of the Memorandums of Understanding.
4. A retiree who fails to pay premiums due for coverage and is in arrears for sixty (60) days shall be terminated from the Plan and shall not have reinstatement rights.

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EXHIBIT F

VEHICLE USE ASSIGNMENT ADMINISTRATIVE REGULATION

See Administrative Regulations

F-2.71

EXHIBIT G

PHYSICAL EXAMINATION DESCRIPTION

- I. Complete Health History
- II. Complete Physical Examination by Physician
- III. Computer Printout:
 - A. Physiological Tests:
 1. Temperature
 2. Height
 3. Weight
 4. Vision
 5. Audiometry (Hearing Screening)
 6. Blood Pressure
 7. Pulse
 8. Chest X-Ray
 9. EKG
 10. History
 11. Tonometry (Glaucoma) for patients 35 and over.
 12. Spirometry (Breathing)
 - B. Laboratory Tests:
 1. Blood Chemistry Screening Tests:

SGPT	Triglycerides
SGOT	Glucose Fasting
LDH	BUN
Alk. Phosphatase	Creatinine
Total Bilirubin	Uric Acid
Total Protein	Calcium
Albumin-Serum	Inorganic Phosphate
Globulin	Sodium
Cholesterol	Postassium
 2. Complete Blood Count
 3. Urinalysis
 4. Stool Test for Blood
 5. RPR
 6. Pap Smear on Females
 7. HDL
- IV. Examination Findings:
 - A. Consultation with Physician
 - B. Written Report of Findings

F-2.7d

EXHIBIT H - 9/80 WORK SCHEDULE

This work schedule is known as the "9/80." The 9/80 work schedule is designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA) and all other applicable laws. In the event that there is a conflict with the current rules, practices and/or procedures regarding work schedules and leave plans, then the rules listed below shall govern.

9/80 WORK SCHEDULE DEFINED

The 9/80 work schedule shall be defined as working nine (9) days for eighty (80) hours in a two-week pay period by working eight (8) days at nine (9) hours per day and working one (1) day for eight (8) hours (Friday), with a one-hour lunch during each work shift, totaling forty (40) hours in each FLSA work week. The 9/80 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Administrator or designee.

- A. Forty (40) Hour FLSA Work Week – The actual FLSA work week is from Friday at mid-shift (p.m.) to Friday at mid-shift (a.m.). No employee working the 9/80 work schedule will be able to flex their Friday start time nor the time they take their lunch break, which will be from 12:00 p.m. to 1:00 p.m. on Fridays. All employee work shifts will start at 8:00 a.m. on their Friday worked. The start of the FLSA work week is 12:00 noon Friday.
- B. Two-Week Pay Period – The pay period for employees starts Friday mid-shift (p.m.) and continues for fourteen (14) days until Friday mid-shift (a.m.). During this period, each week is made up of four (4) nine (9) hour work days (thirty-six (36) hours) and one (1) four (4) hour Friday and those hours equal forty (40) work hours in each work week (e.g. the Friday is split into four (4) hours for the a.m. shift, which is charged to work week one and four (4) hours for the p.m. shift, which is charged to work week two).
- C. A/B Schedules – To continue to provide service to the public every Friday, employees are to be divided between two schedules, known as the "A" schedule and the "B" schedule, based upon the departmental needs. For identification purposes, the "A" schedule shall be known as the schedule with a day off on the Friday in the middle of the pay period, or, "off on payday", the "B" schedule shall have the first Friday (p.m.) and the last Friday (a.m.) off, or "working on payday". An example is listed below:

	AM	PM							AM	PM							AM	PM
	F	F	S	S	M	T	W	Th	F	F	S	S	M	T	W	Th	F	F
A Schedule	4	4	-	-	9	9	9	9	-	-	-	-	9	9	9	9	4	4
B Schedule	-	-	-	-	9	9	9	9	4	4	-	-	9	9	9	9	-	-

- D. A/B Schedule Changes – FLSA non-exempt employees cannot change schedules without prior approval of their supervisor, Department Head, and the Human Resources Manager or designee. The purpose of this authorization is to review the impact on overtime. FLSA exempt employees may change A/B schedules at the beginning of any pay period with supervisor and Department Head approval.

F - 2.73

- E. Emergencies – All employees on the 9/80 work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions which, in the opinion of the City Administrator, Department Head or designee may require such service from any of said employees.

OVERTIME DEFINED

FLSA Non-Exempt Employees – All non-exempt employees under the 9/80 work schedule shall earn overtime for all hours worked after the first forty (40) hours in an FLSA work week (Friday 12:00:00 p.m. to Friday 11:59:59 a.m.) as required under FLSA. Employees are required to obtain supervisor authorization prior to working any overtime.

1. Overtime Compensation – As stated in Memorandum-of-Understanding
2. Compensatory Time – As stated in Memorandum-of-Understanding

LEAVE BENEFITS

When an employee is off on a scheduled workday under the 9/80 work schedule, then nine (9) hours of eligible leave per workday shall be charged against the employee's leave balance or eight (8) hours shall be charged if the day off is a Friday. All leaves shall continue under the current accrual, eligibility, request and approval requirements.

1. General Leave – As stated in Memorandum of Understanding
2. Sick Leave – As stated in Memorandum of Understanding
3. Administrative Leave – As stated in Memorandum of Understanding
4. Executive Leave – As stated in Memorandum of Understanding
5. Bereavement Leave – As stated in Memorandum of Understanding
6. Holidays - As stated in Memorandum of Understanding
7. Jury Duty – The provisions of the Personnel Rules shall continue to apply; however, if an FLSA exempt employee is called to serve on jury duty during a normal Friday off, Saturday, or Sunday, or on a City holiday, then the jury duty shall be considered the same as having occurred during the employees day off work; therefore, the employee will receive no added compensation.

F-2.74

EXHIBIT I - 4/10 WORK SCHEDULE

This work schedule is known as the "4/10". The 4/10 work schedule is designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA). In the event that there is a conflict with the current rules, practices and/or procedures regarding work schedules and leave plans, then the rules listed below shall govern.

4/10 WORK SCHEDULE DEFINED

The 4/10 work schedule shall be defined as working eight (8) days for eighty (80) hours in a two week pay period by working eight (8) days (Monday through Thursday, Fridays off) at ten (10) hours per day, plus a one-hour lunch during each work shift, totaling forty (40) hours in each FLSA work week. The 4/10 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Administrator or designee.

All employees on the 4/10 work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions which, in the opinion of the City Administrator, Department Head or designee may require such service from any of said employees.

OVERTIME DEFINED

FLSA Non-Exempt Employees – All non-exempt employees under the 4/10 work schedule shall earn overtime for all hours worked after the first forty (40) hours in an FLSA work week as required under FLSA. Employees are required to obtain supervisor authorization prior to working any overtime.

1. Overtime Compensation – As stated in Memorandum-of-Understanding
2. Compensatory Time – As stated in Memorandum-of-Understanding

LEAVE BENEFITS

When an employee is off on a scheduled workday under the 4/10 work schedule, then ten (10) hours of eligible leave per workday shall be charged against the employee's leave balance. All leaves shall continue under the current accrual, eligibility, request, and approval requirements.

- b. General Leave – As stated in Memorandum of Understanding
- c. Sick Leave – As stated in Memorandum of Understanding
- d. Administrative Leave – As stated in Memorandum of Understanding
- e. Executive Leave – As stated in Memorandum of Understanding
- f. Bereavement Leave – As stated in Memorandum of Understanding
- g. Holidays - As stated in Memorandum of Understanding

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- h. Jury Duty – The provisions of the Personnel Rules shall continue to apply; however, if an FLSA exempt employee is called to serve on jury duty during a normal Friday off, Saturday, or Sunday, or on a City holiday, then the jury duty shall be considered the same as having occurred during the employees day off work; therefore, the employee will receive no added compensation.

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EXHIBIT J

Voluntary Catastrophic Leave Donation Program Guidelines

PURPOSE

The purpose of the voluntary catastrophic leave donation program is to bridge employees who have exhausted all paid leave accruals 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 program is city-wide 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.

DEFINITIONS

Catastrophic Illness or Injury

A serious debilitating illness or injury which incapacitates the employee or an employee's family member and which causes a loss of income due to the employee having exhausted all paid leave accruals.

Eligible Leave

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

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).

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
- Has exhausted all paid leave accruals and is not receiving disability benefits or Workers' Compensation payments; and

F-2.7)

- Requests donated leave

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.

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

OTHER

Please contact the Human Resources Division, at 374-1567 if you have 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;
- I have, or soon will, exhaust all of my sick leave, vacation, general, administrative, executive and compensatory time accruals; and
- I am not receiving disability benefits or Workers' Compensation payments.

Name: <i>(Please Print)</i>		
Work Phone:	Department:	
Job Title:	Employee ID#:	
Employee's estimate of his/her accrual balances:		
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 Human Resources Division, Department of Administrative Services for processing.

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