



**CITY OF HUNTINGTON BEACH
SUPPLEMENTAL COMMUNICATION**

**Joan L. Flynn, City Clerk
Office of the City Clerk**

TO: Honorable Mayor and City Councilmembers

FROM: Joan L. Flynn, City Clerk 

DATE: 3/17/2014

SUBJECT: SUPPLEMENTAL COMMUNICATIONS FOR THE MARCH 17, 2014, REGULAR CITY COUNCIL/PFA MEETING

Attached are the Supplemental Communications to the City Council (received after distribution of the Agenda Packet):

CONSENT CALENDAR

#7. Communication received from Michele Warren, Director of Human Resources, dated March 17, 2014 submitting replacement pages for Exhibit B to Resolution No. 2014-09 for the Huntington Beach Firefighters' Association (HBFA) Memorandum of Understanding (MOU).

#8. Communication received from Michele Warren, Director of Human Resources, dated March 17, 2014 submitting replacement pages for Attachment #1, the Legislative Draft of the Memorandum of Understanding (MOU) with the Management Employees' Organization (MEO) and Attachment #2, Exhibit A to Resolution No. 2014-13.

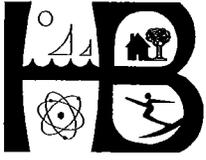
#19 & #20 Communication received from The Loftin Firm on behalf of Huntington Harbour Village Mobilehome Park opposing adoption of Ordinance Nos. 4021 and 4009 regarding Senior Residential Overlay.

COUNCILMEMBER ITEMS

#21. Communication received from Jerry Person, City Historian submitting a correction for the address of The Golden Bear Theater to 306 Pacific Coast Highway.

#23. Communication received from Steve Engel, dated March 16, 2014 entitled *Support for 2nd Community Garden*.

#23. Communication received from Sean L. McCarthy, dated March 17, 2014 entitled *Against Irby Park Community Garden*.



CITY OF HUNTINGTON BEACH
Interdepartmental Memo

TO: City Council
FROM: Fred A. Wilson
PREPARED BY: Michele Warren, Director of Human Resources
DATE: March 17, 2014
SUBJECT: Supplemental Communication for Item 7 - HBFA MOU

The Human Resources Department submitted RCA HR 14-001 for Council Action.

Exhibit B – Salary Schedule and the signature pages are being submitted as replacement pages for the HBFA Item 7.

Recommended Action:

- A) Adopt Resolution No. 2014-09, "A Resolution of the City Council of the City of Huntington Beach Approving and Implementing the Memorandum of Understanding Between the Huntington Beach Firefighters' Association and the City of Huntington Beach for 10/01/13 through 09/30/15" **as amended by supplemental communication.**
- B) By adoption of the Resolution approving and implementing the HBFA MOU the City Council of the City of Huntington Beach hereby approves the required Fiscal Year 2013-14 budget appropriation adjustment in the amount of \$418,551.

Attachments:
Exhibit B – Salary Schedules
Signature Pages

**SUPPLEMENTAL
COMMUNICATION**

Meeting Date: 3/17/2014

Agenda Item No. 7

**Huntington Beach Firefighters' Association
Salary Schedule**

4.75% Effective March 29, 2014

56-Hour Rate (Hourly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	24.00	25.32	26.71	28.18	29.73
0160	Fire Engineer	P0160	28.01	29.55	31.17	32.89	34.70
0226	Firefighter Paramedic	P0226	28.01	29.55	31.17	32.89	34.70
0101	Fire Captain	P0101	32.20	33.98	35.85	37.81	39.90
0100	Deputy Fire Marshal	P0100	35.94	37.91	40.00	42.20	44.52

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	2,687.80	2,835.62	2,991.66	3,155.91	3,329.54
0160	Fire Engineer	P0160	3,137.14	3,309.60	3,491.44	3,683.85	3,886.81
0226	Firefighter Paramedic	P0226	3,137.14	3,309.60	3,491.44	3,683.85	3,886.81
0101	Fire Captain	P0101	3,606.42	3,805.86	4,014.69	4,235.25	4,468.72
0100	Deputy Fire Marshal	P0100	4,025.25	4,245.81	4,480.45	4,726.82	4,986.10

56-Hour Rate (Monthly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	5,823.57	6,143.85	6,481.93	6,837.80	7,214.01
0160	Fire Engineer	P0160	6,797.13	7,170.79	7,564.79	7,981.67	8,421.43
0226	Firefighter Paramedic	P0226	6,797.13	7,170.79	7,564.79	7,981.67	8,421.43
0101	Fire Captain	P0101	7,813.90	8,246.03	8,698.50	9,176.38	9,682.22
0100	Deputy Fire Marshal	P0100	8,721.37	9,199.26	9,707.64	10,241.45	10,803.22

**Huntington Beach Firefighters' Association
Salary Schedule**

4.75% Effective March 29, 2014

40-Hour Rate (Hourly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	33.60	35.45	37.40	39.45	41.62
0160	Fire Engineer	P0160	39.22	41.38	43.65	46.05	48.58
0226	Firefighter Paramedic	P0226	39.22	41.38	43.65	46.05	48.58
0101	Fire Captain	P0101	45.08	47.57	50.19	52.94	55.85
0100	Deputy Fire Marshal	P0100	50.31	53.08	56.00	59.08	62.33

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	2,688.30	2,835.79	2,991.66	3,155.91	3,329.37
0160	Fire Engineer	P0160	3,137.47	3,310.10	3,491.95	3,683.85	3,886.64
0226	Firefighter Paramedic	P0226	3,137.47	3,310.10	3,491.95	3,683.85	3,886.64
0101	Fire Captain	P0101	3,606.75	3,805.36	4,014.86	4,235.25	4,468.22
0100	Deputy Fire Marshal	P0100	4,024.91	4,246.15	4,479.95	4,726.32	4,986.10

40-Hour Rate (Monthly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	5,824.66	6,144.22	6,481.93	6,837.80	7,213.64
0160	Fire Engineer	P0160	6,797.86	7,171.88	7,565.88	7,981.67	8,421.06
0226	Firefighter Paramedic	P0226	6,797.86	7,171.88	7,565.88	7,981.67	8,421.06
0101	Fire Captain	P0101	7,814.63	8,244.94	8,698.86	9,176.38	9,681.13
0100	Deputy Fire Marshal	P0100	8,720.65	9,199.98	9,706.55	10,240.36	10,803.22

Huntington Beach Firefighters' Association
Salary Schedule

2.0% Effective September 27, 2014

56-Hour Rate (Hourly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	24.48	25.82	27.25	28.74	30.32
0160	Fire Engineer	P0160	28.57	30.14	31.80	33.55	35.40
0226	Firefighter Paramedic	P0226	28.57	30.14	31.80	33.55	35.40
0101	Fire Captain	P0101	32.84	34.66	36.56	38.57	40.70
0100	Deputy Fire Marshal	P0100	36.66	38.67	40.80	43.05	45.41

56-Hour Rate (Bi-Weekly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	2,741.56	2,892.34	3,051.49	3,219.03	3,396.13
0160	Fire Engineer	P0160	3,199.88	3,375.79	3,561.27	3,757.52	3,964.55
0226	Firefighter Paramedic	P0226	3,199.88	3,375.79	3,561.27	3,757.52	3,964.55
0101	Fire Captain	P0101	3,678.55	3,881.98	4,094.98	4,319.96	4,558.09
0100	Deputy Fire Marshal	P0100	4,105.75	4,330.73	4,570.06	4,821.36	5,085.82

56-Hour Rate (Monthly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	5,940.04	6,266.73	6,611.57	6,974.56	7,358.29
0160	Fire Engineer	P0160	6,933.07	7,314.21	7,716.09	8,141.30	8,589.85
0226	Firefighter Paramedic	P0226	6,933.07	7,314.21	7,716.09	8,141.30	8,589.85
0101	Fire Captain	P0101	7,970.18	8,410.95	8,872.47	9,359.91	9,875.87
0100	Deputy Fire Marshal	P0100	8,895.80	9,383.24	9,901.80	10,446.28	11,019.28

**Huntington Beach Firefighters' Association
Salary Schedule**

2.0% Effective September 27, 2014

40-Hour Rate (Hourly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	34.28	36.16	38.14	40.24	42.45
0160	Fire Engineer	P0160	40.00	42.20	44.52	46.97	49.55
0226	Firefighter Paramedic	P0226	40.00	42.20	44.52	46.97	49.55
0101	Fire Captain	P0101	45.99	48.52	51.19	54.00	56.97
0100	Deputy Fire Marshal	P0100	51.32	54.14	57.12	60.26	63.57

40-Hour Rate (Bi-Weekly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	2,742.07	2,892.51	3,051.49	3,219.03	3,395.96
0160	Fire Engineer	P0160	3,200.22	3,376.30	3,561.78	3,757.52	3,964.38
0226	Firefighter Paramedic	P0226	3,200.22	3,376.30	3,561.78	3,757.52	3,964.38
0101	Fire Captain	P0101	3,678.89	3,881.47	4,095.16	4,319.96	4,557.58
0100	Deputy Fire Marshal	P0100	4,105.41	4,331.07	4,569.55	4,820.85	5,085.82

40-Hour Rate (Monthly)

Job Code	Classification	Pay Grade	A	B	C	D	E
0229	Firefighter	P0229	5,941.15	6,267.10	6,611.57	6,974.56	7,357.92
0160	Fire Engineer	P0160	6,933.81	7,315.32	7,717.20	8,141.30	8,589.48
0226	Firefighter Paramedic	P0226	6,933.81	7,315.32	7,717.20	8,141.30	8,589.48
0101	Fire Captain	P0101	7,970.92	8,409.84	8,872.84	9,359.91	9,874.76
0100	Deputy Fire Marshal	P0100	8,895.06	9,383.98	9,900.69	10,445.17	11,019.28

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

ARTICLE XV - CITY COUNCIL APPROVAL

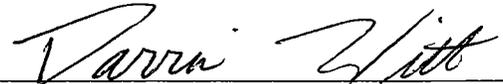
It is the understanding of the City and the Association that this Memorandum of Understanding is of no force or effect whatsoever unless and until ratified by the membership of HBFA and adopted by Resolution of the City Council of the City of Huntington Beach.

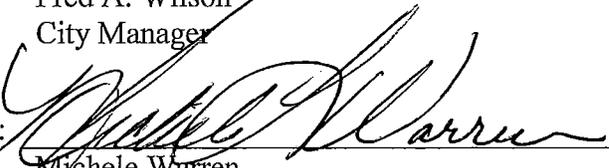
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____, 2014.

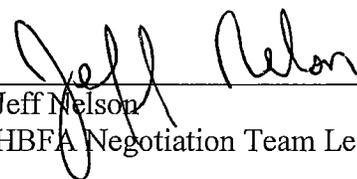
**CITY OF HUNTINGTON BEACH
A Municipal Corporation**

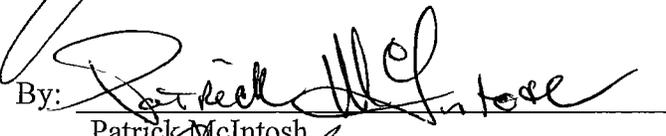
**HUNTINGTON BEACH
FIREFIGHTERS' ASSOCIATION.**

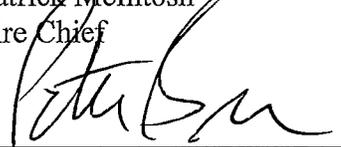
By: _____
Fred A. Wilson
City Manager

By: 
Darrin Witt
HBFA President

By: 
Michele Warren
Director of Human Resources

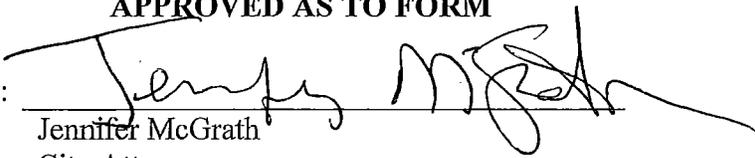
By: 
Jeff Nelson
HBFA Negotiation Team Leader – HBFA

By: 
Patrick McIntosh
Fire Chief

By: 
Peter J. Brown
Chief Negotiator

By: _____
Stephen H. Silver
Chief Negotiator

APPROVED AS TO FORM

By: 
Jennifer McGrath
City Attorney

HUNTINGTON BEACH FIREFIGHTERS' ASSOCIATION

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 whatsoever unless and until ratified by the membership of HBFA and 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 _____, 2014.

**CITY OF HUNTINGTON BEACH
A Municipal Corporation**

**HUNTINGTON BEACH
FIREFIGHTERS' ASSOCIATION.**

By: _____
Fred A. Wilson
City Manager

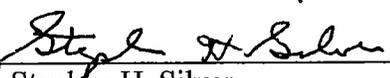
By: _____
Darrin Witt
HBFA President

By: _____
Michele Warren
Director of Human Resources

By: _____
Jeff Nelson
HBFA Negotiation Team Leader – HBFA

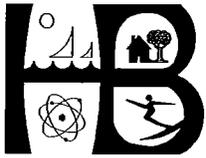
By: _____
Patrick McIntosh
Fire Chief

By: 
Peter J. Brown
Chief Negotiator

By: 
Stephen H. Silver
Chief Negotiator

APPROVED AS TO FORM

By: _____
Jennifer McGrath
City Attorney



CITY OF HUNTINGTON BEACH

Interdepartmental Memo

TO: City Council

FROM: Fred A. Wilson

PREPARED BY: Michele Warren, Director of Human Resources 

DATE: March 17, 2014

SUBJECT: Supplemental Communication for Item 8 - MEO MOU

The Human Resources Department submitted RCA HR 14-004 for Council Action. The Legislative Draft and the MEO MOU have been revised and are submitted as replacement documents.

Attachment 1. Legislative Draft – Memorandum of Understanding Between the Management Employees’ Organization (MEO) and the City of Huntington Beach for 12/21/12 through 12/31/14.

Attachment 2. Exhibit A to the resolution: Memorandum of Understanding Between the Management Employees’ Organization (MEO) and the City for 12/21/12 through 12/31/14.

Recommended Action:

- A) Adopt Resolution No. 2014-13, “A Resolution of the City Council of the City of Huntington Beach Approving and Implementing the Memorandum of Understanding Between the Management Employees’ Organization (MEO) and the City for the period December 21, 2012, through December 31, 2014” **as amended by supplemental communication.**
- B) By adoption of the resolution approving and implementing the MEO MOU, the City Council of the City of Huntington Beach hereby approves the required Fiscal Year 2013-14 budget appropriation adjustment in the amount of \$275,048.

Attachments:
MEO MOU Legislative Draft
MEO MOU

SUPPLEMENTAL COMMUNICATION

Meeting Date: 3/17/2014

Agenda Item No. 8

MEMORANDUM OF UNDERSTANDING
BETWEEN
HUNTINGTON BEACH
MANAGEMENT EMPLOYEES' ORGANIZATION
AND
CITY OF HUNTINGTON BEACH



DECEMBER 21~~0~~, 2006~~12~~ – DECEMBER 19~~31~~,
2008~~14~~

**MEMORANDUM OF UNDERSTANDING
MANAGEMENT EMPLOYEES' ORGANIZATION
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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 201, 200612 through December ~~19, 2008~~31, 2014.

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 201, 200612 and it is agreed as follows:

ARTICLE I - TERM OF MOU

This Agreement shall be in effect for a period of two (2) years commencing December 201, 200612 and ending midnight December ~~19, 2008~~31, 2014.

- a. The parties agree to commence negotiations on a successor MOU by not later than May 1, 2014.

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.

MANAGEMENT EMPLOYEES' ORGANIZATION

ARTICLE III – MANAGEMENT'S RIGHTS

The parties agree the City has the right to make unilateral management decisions that are outside the scope of bargaining, as defined by state and federal law and Public Employment Relations Board (PERB) decisions. Except as expressly abridged or modified herein, the City retains all rights, powers and authority with respect to the management and direction of the performance of City services and the work forces performing such services, provided that nothing herein shall change the City's obligation to meet and confer as to the effects of any such management decision upon wages, hours and terms and conditions of employment or be construed as granting the City the right to make unilateral changes in wages, hours and terms and conditions of employment. Such rights include, but are not limited to, consideration of the merits, necessity, level or organization of City services, including establishing of work stations, nature of work to be performed, contracting for any work or operation, reasonable employee performance standards, including reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable for the performance of City services.

ARTICLE 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

4. All 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.

2.1. Wage Increases

- a. ~~Effective with the first pay period that includes December 20, 2006, all employees shall receive a four and one half percent (4.5%) wage increase.~~ Effective the

MANAGEMENT EMPLOYEES' ORGANIZATION

beginning of the pay period following City Council approval of this agreement, all bargaining unit members will receive a 3.75% wage increase. This wage increase will not be retro-active and will be implemented the beginning of the pay period following approval of the agreement by the City Council.

~~b. Effective with the pay period that includes December 20, 2007, all employees shall receive a four and one-half percent (4.5%) wage increase.~~

~~c. Effective with the first pay period that follows City Council ratification of this agreement, to address recruitment, retention, market and internal alignment issues, the City and Association agree to the compensation changes outlined below:~~

- ~~1. Principal Plumbing & Mechanical Inspector — 2.5%~~
- ~~2. Principal Electrical Inspector — 2.5%~~
- ~~3. Inspection Supervisor — 2.5%~~
- ~~4. Inspection Manager — 4.5%~~
- ~~5. Plan Check Engineer — 2.5%~~
- ~~6. Permit & Plan Check Manager — 12.5%~~
- ~~7. Facilities, Development & Concessions Manager — 7.5%~~
- ~~8. Senior Information Systems Analyst — 2.5%~~
- ~~9. Public Safety Systems Manager — 1%~~
- ~~10. Principal Civil Engineer — 12.5%~~
- ~~11. Contract Administrator — 5%~~
- ~~12. Transportation Manager — 4%~~
- ~~13. Construction Manager — 5%~~
- ~~14. Maintenance Operations Manager — 8%~~
- ~~15. City Engineer — 2%~~
- ~~16. Deputy Director Public Works — 2.5%~~
- ~~17. Administrative Analyst — 1.5%~~
- ~~18. Senior Administrative Analyst — 1.5%~~

~~d. Upon review by the Personnel Commission and approval by the City Council, the City and the Association agree to the classification and compensation changes outlined below. The effective date of the change in classification and compensation will be retroactively effective to the first pay period that follows City Council ratification of this agreement.~~

- ~~1. GIS Administrator to GIS Manager — 18%~~
- ~~2. Associate Civil Engineer to Senior Civil Engineer — 5%~~
- ~~3. Associate Traffic Engineer to Senior Traffic Engineer — 4.5%~~
- ~~4. Principal Administrative Analyst to Project Manager — 2%~~

~~e. Upon review by the Personnel Commission and approval by the City Council, the City and Association agree to the classification and reclassification changes listed below. The effective date of the classification and compensation changes will be retroactively effective to the pay period that includes December 20, 2006:~~

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- ~~1. Cultural Affairs Supervisor to Senior Supervisor Cultural Services — 17.0%~~
- ~~2. Office Automation Systems Administrator to Senior Information Systems Analyst — 2.5%~~
- ~~3. IS Computer Operations Supervisor to IS Computer Operations Manager 30%~~

~~f. The parties further agree that these classification and compensation changes resolve any and all outstanding issues raised by either party prior to execution of this agreement.~~

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

ARTICLE VII - SPECIAL PAY

A. Educational Tuition

1. Upon approval of the Department Head and the Director of Human Resources, 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 Director of Human Resources.
- ~~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 per employee.~~
 - ~~a. Employees may not carry-over and be reimbursed for prior fiscal year education costs in successive fiscal years.~~
3. Reimbursements shall be made when the employee presents proof to the Director of Human Resources 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 base 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~~City Manager. 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, an employee's language proficiency will be tested and certified by the Director of Human Resources or

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designee. The special pay shall be effective the first full pay period following certification as verified to the Department Head in writing by the Director of Human Resources or designee.

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~~ City Manager 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.

Effective May 21, 2007 ~~with the first full pay period following City Council ratification of this agreement, Process Owner Assignment Pay shall ended.~~ All employees receiving Process Owner Assignment Pay prior to ~~this date~~ May 21, 2007 shall continue to receive this pay while they remain assigned to their position.

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 employees 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 in classifications listed below shall wear a standard City adopted uniform. Each Department Head shall determine which employees must wear a uniform [msc1].

Department	Job Type	Classification	Category of Uniform	Notes
Comm Svcs	0032	Marine Safety Division Chief	2	Suit not replaced every year
Comm Svcs	0133	Prkng & Cmping Fac Supervisor	4	
Fire	0473	Dev & Petro-Chem Supervisor	7	
Fire	0131	Fire Med Coordinator	2	Not required daily; frequency of use is <u>1X</u> week
Fire	0130	Fire Protection Analyst	7	
Police	0089	Senior Admin Analyst	3	Not required daily
Police	0486	Detention Administrator	3	
Police	0022	Police Communications Manager	3	
Police	0094	Police Records Administrator	3	
Bldg & Safety	0072	Principal Electircal Inspector	5	
Bldg & Safety	0073	Inspection Supervisor	5	
Bldg & Safety	0076	Principal Inspector Plumb/Mech	5	

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<u>Department</u>	<u>Job Type</u>	<u>Classification</u>	<u>Category of Uniform</u>	<u>Notes</u>
Community Svcs	0133	Parking & Camping Fac Supr	4	
Fire	0131	Fire Med Coordinator	2	Not required daily; frequency of use is 1X week
Fire	0130	Fire Protection Analyst	7	
Fire	0032	Marine Safety Division Chief	2	Suit not replaced every year
Police	0089	Senior Admin Analyst	3	Not required daily
Police	0486	Detention Administrator	3	
Police	0022	Police Communications Mgr	3	
Police	0594	Police Admin Srvc Mgr	3	
Police	0094	Police Records Administrator	3	
Planning & Bldg	0072	Principal Electrical Inspector	5	
Planning & Bldg	0073	Inspection Supervisor	5	
Planning & Bldg	0076	Principal Inspector Plum/Mech	5	
Planning & Bldg	0075	Inspection Manager	5	

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

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1. To pay for City-required uniforms.
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 one or more retail clothing outlets for the various allotments. City reserves the right to name vendor.
4. To maintain records of purchases.

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 Department.
4. To report to the Director of Human Resources 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/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~~ City Manager 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 fifty (50) hours of administrative leave per calendar year. Administrative leave shall not carry over to the next year and holds no cash value.

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Old Administrative Leave – Effective with the City Council ratification of this agreement, employees who have accrued a bank of old administrative leave and are eligible to receive the administrative leave hours based on the old administrative leave provision, shall have the right to use the accrued leave time on the same terms and conditions as any other approved leave time. However old administrative leave holds no cash value for current employees or employees separating from City service.

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

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~~City Manager 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~~City Manager or designee.

MANAGEMENT EMPLOYEES' ORGANIZATION

ARTICLE X - HEALTH AND OTHER INSURANCE BENEFITS

A. Health

The City shall make available group medical, dental and vision benefits to all employees. A copy of the medical, dental and vision plan brochures may be obtained from the Human Resources Department.

B. Eligibility, Criteria and Cost

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

The City and employee shall each pay for health insurance premiums for qualified employees and dependent(s) effective the first of the month following the employee's date of hire. The employee deduction for premium contributions shall be aligned with the effective date of coverage and the ending date of coverage upon the employee's separation. The payroll deduction amount shall begin no later than the first full pay period following the effective date of coverage and pro-rated for coverage through the end of the month in which employment was separated.

MANAGEMENT EMPLOYEES' ORGANIZATION

2. Health and Other Insurance Premiums

a. 2007¹⁴ Premiums and Contributions

PLAN	TIER	Monthly Premium	Max-City Contribution Monthly	Employee Contribution Monthly	Employee Contribution Bi-Weekly
Kaiser	EE ONLY	316.34	274.03	42.31	19.53
	EE +1	692.78	555.51	137.27	63.36
	EE + 2 OR MORE	911.06	720.18	190.88	88.10
	-	-	-	-	-
Blue Shield HMO	EE ONLY	352.29	274.03	78.26	36.12
	EE +1	767.75	555.51	212.24	97.96
	EE + 2 OR MORE	993.82	720.18	273.64	126.30
	-	-	-	-	-
Blue Shield Low PPO	EE ONLY	463.20	373.77	89.43	41.28
	EE +1	979.29	702.25	277.04	127.86
	EE + 2 OR MORE	1,213.63	851.34	362.29	167.21
	-	-	-	-	-
Blue Shield High PPO	EE ONLY	644.97	373.77	271.20	125.17
	EE +1	1383.42	702.25	681.17	314.39
	EE + 2 OR MORE	1809.14	851.34	957.80	442.06
	-	-	-	-	-
Blue Shield Safety PPO	EE ONLY	432.49	373.77	58.72	27.10
	EE +1	819.44	702.25	117.19	54.09
	EE + 2 OR MORE	1041.00	851.34	189.66	87.54
	-	-	-	-	-
Delta-Dental PPO	EE ONLY	58.31	42.88	15.43	7.12
	EE +1	108.85	81.82	27.03	12.48
	EE + 2 OR MORE	143.45	116.36	27.09	12.50
	-	-	-	-	-
Delta-Care HMO	EE ONLY	24.87	23.00	1.87	0.86
	EE +1	42.29	39.11	3.18	1.47
	EE + 2 OR MORE	64.67	59.81	4.86	2.24
	-	-	-	-	-
VSP	EE ONLY	22.38	17.58	4.80	2.22
	EE +1	22.38	17.58	4.80	2.22
	EE + 2 OR MORE	22.38	17.58	4.80	2.22
	-	-	-	-	-

MANAGEMENT EMPLOYEES' ORGANIZATION

2014 Health Premiums and Contributions

Effective 1/1/2014

MEO

<u>Plan</u>	<u>Tier</u>	<u>Monthly Premium</u>	<u>ER Monthly Contribution</u>	<u>EE Monthly Contribution</u>	<u>EE Bi-Weekly Contribution</u>
<u>Kaiser</u>	Single	455.36	273.12	182.24	84.11
	Two-Party	997.37	553.53	443.84	204.85
	Family	1,311.39	717.56	593.83	274.08
<u>Blue Shield HMO</u>	Single	587.00	301.43	285.57	131.80
	Two-Party	1,281.00	611.06	669.94	309.20
	Family	1,657.00	792.20	864.80	399.14
<u>Blue Shield PPO</u>	Single	629.00	401.17	227.83	105.15
	Two-Party	1,329.00	757.80	571.20	263.63
	Family	1,647.00	923.36	723.64	333.99
<u>Blue Shield CDHP</u>	Single	462.00	401.17	60.83	28.08
	Two-Party	978.00	757.80	220.20	101.63
	Family	1,211.00	923.36	287.64	132.76
<u>Delta Dental PPO</u>	Single	65.00	42.88	22.12	10.21
	Two-Party	121.40	81.82	39.58	18.27
	Family	160.00	116.36	43.64	20.14
<u>Delta Care HMO</u>	Single	28.88	23.00	5.88	2.71
	Two-Party	49.10	39.11	9.99	4.61
	Family	75.10	59.81	15.29	7.06
<u>VSP</u>	Single	25.94	17.84	8.10	3.74
	Two-Party	25.94	17.84	8.10	3.74
	Family	25.94	17.84	8.10	3.74

Medical Opt-Out: \$273.12 per month

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3. Future Premiums and City Contributions

Effective with the January 2008 health insurance deduction, the City's contribution shall increase in an amount not to exceed ten percent (10%) for medical insurance, five percent (5%) for dental insurance and five percent (5%) for vision insurance. The increases will be based on potential increases to the City's Blue Shield HMO, Delta Dental PPO, Delta Care HMO and Vision Service plans in 2008. In the event that the premium rates for City's Blue Shield HMO, Delta Dental PPO, Delta Care HMO and Vision Service plans increase by less than ten percent (10%), five percent (5%) and five percent (5%) respectively, the City contribution caps will be adjusted based on the actual percentage increases. In the event that these caps are exceeded, the employee shall pay any increased amount above the City's contribution caps.

As a result of these formulas, it is understood that the employee contribution shall not decrease during the term of this Agreement nor is there any expectation of compensation or benefit in the event the City's contribution cap is not reached.

4. Employee payroll deductions shall be made on a pre-tax basis.

5. Medical Cash-Out

Effective with the first payment following City Council ratification of this agreement, if an employee is covered by a medical program outside of a city-provided program (evidence of which must be supplied to Human Resources Department, they may elect to discontinue City medical coverage and receive the amount equal to the City's contribution to the lowest cost, Employee-only medical premium offered to this unit.

6. Section 125 Plan

This plan allows employees to use pre-tax salary to pay for childcare, adult dependent care and/or medical expenses allowable under the Internal Revenue Service rules for a Section 125 plan.

C. Life and Accidental Death & Dismemberment

Each employee is provided with \$50,000 (fifty thousand) life insurance and \$50,000 (fifty thousand) 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.

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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 an unpaid 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 (sixty six and two-third) percent of the first \$12,500 (twelve thousand five hundred) of the employee's basic monthly earnings.

The maximum benefit period for disability due to accident or sickness shall be to age sixty five (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 the employee 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 Human Resources Department.

The intent of long term disability is to assist employees who are off work for an extended period of time. While long term disability benefits can be coordinated with accrued leave benefits to achieve one hundred percent (100%) of regular salary, no employee may receive more than their regular salary while receiving disability benefits and paid leave.

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 an unpaid 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 participate in a City-wide joint labor and management insurance and benefits advisory committee to discuss and study issues relating to insurance and benefits available for employees.

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

MANAGEMENT EMPLOYEES' ORGANIZATION

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).

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.

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 sixty five (65), who choose not to participate in City-sponsored medical insurance plans that are supplemental to Medicare permanently lose their eligibility for this insurance.

H. Marine Safety Division Chief Medical Program

The City will provide the Marine Safety Division Chief an equivalent plan that is designed specifically for Safety employees.

I. Annual Maximum Benefit for Dental PPO Plan

The Dental PPO plan maximum annual benefit is \$2,000.

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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 (Government Code Section 21456) or Option #3 (Government Code 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 member, and upon that member 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.)~~

In the event a member elects Option #1, #2, #2W, #3, #3W or #4 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 as provided in California Government Code sections 21455, 21456, 21457, and 21458 as said referenced Government Code sections exist as of the date of this agreement. This payment shall be made only to the member shall be payable by the City during the life of the member, and upon that member 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.

- 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 allowed by Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) Federal or State Law, or

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- 2) Retirees retiring after approval of this MOU may participate in the Retiree Subsidy Medical Plan, attached hereto as Exhibit B, 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 B are met, or if the retiree meets the eligibility requirements described in Exhibit B, the retiree may receive a subsidy from the City for retiree medical insurance pursuant to the schedule set forth in Exhibit B.

B. Public Employees' Retirement System Reimbursement and Reporting

1. Employee's Contribution ~~Miscellaneous Unit Members~~

~~Each employee covered by this Agreement shall continue to be reimbursed once bi-weekly in an amount equal to seven percent (7%) of the employee's base salary (nine percent (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.~~

2. Two Percent at Age 55 Formula ~~Miscellaneous Members~~

~~Employees shall be covered by the Two Percent at age 55 formula (2% @ 55) as identified in Government Code Section 21354.~~

a. The City shall provide all miscellaneous employees described as "classic members by the Public Employees' Pension Reform Act of 2013 – "PEPRA" with that certain retirement program commonly known and described as the "2.5%" at age 55 plan" which is based on the retirement formula as set forth in the California Public Employees' Retirement System (PERS), Section 21354 of the California Government Code.

b. Effective October 1, 2012, each miscellaneous employee, hired prior to December 21, 2012, covered by this Agreement shall pay to PERS as part of the required member contribution six and three quarters percent (6.75%) of pensionable income to the Public Employees' Retirement System (PERS). The remaining portion of the required member retirement contribution (one and one quarter percent (1.25%) of pensionable income) shall be paid by the City.

1) Employees hired on or after December 21, 2012, shall not be reimbursed under this section, but shall pay 100% of the required member retirement contribution (8%)

c. Effective at the beginning of the pay period of April 26, 2014, following City Council approval of this MOU, all miscellaneous bargaining unit "classic members" shall pay to PERS as part of the required member retirement

MANAGEMENT EMPLOYEES' ORGANIZATION

contribution eight percent (8%) of pensionable income. This provision shall not sunset at the end of this agreement.

- d. The City shall contract with PERS to have retirement benefits calculated based upon the "classic" employee's highest one year's compensation, pursuant to the provisions of Section 20042 (highest single year).
- e. The obligations of the City and the retirement rights of employees as provided in this Article shall survive the term of this MOU
- f. For "New" Members" within the meaning of the California Public Employees' Pension Reform Act of 2013.
 - 1) New Members shall be governed by the two percent at age 62 (2% @ 62) retirement formula set forth in Government Code section 7522.20.
 - 2) Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.
 - 3) Effective January 1, 2013, "new" members" as defined by PEPRA and determined by CalPERS, shall contribute one half (50%) of the normal cost rate, as established by CalPERS.

2. Safety Unit Members

- a) The City shall provide all safety employees described as "classic" members by the Public Employees' Pension Reform Act of 2013 – "PEPRA" with that certain retirement program commonly known and described as the "3%" at age 50 plan" which is based on the retirement formula as set forth in the California Public Employees' Retirement System (PERS), Section 21362.2 of the California Government Code.
- b) Effective October 1, 2012, all safety employees described as "classic" members, hired prior to December 21, 2012, covered by this Agreement shall pay to PERS as part of the required member contribution six and three quarters percent (6.75%) of pensionable income to the Public Employees' Retirement System (PERS). The remaining portion of the required member retirement contribution (two and one quarter percent (2.25%) of pensionable income) shall be paid by the City.
 - 1) All safety employees' described as "classic" members hired on or after December 21, 2012, shall not be reimbursed under this section, but shall pay 100% of the required member retirement contribution (9%)

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- c) Effective at the beginning of the pay period of April 26, 2014, following City Council approval of this MOU, all safety employees described as "classic members" shall pay to PERS as part of the required member retirement contribution nine percent (9%) of pensionable income. This provision shall not sunset at the end of this agreement.
- d) The City shall contract with PERS to have retirement benefits calculated based upon the "classic" employee's highest one year's compensation, pursuant to the provisions of Section 20042 (highest single year).
- e) The obligations of the City and the retirement rights of employees as provided in this Article shall survive the term of this MOU
- f) For "New" Members" within the meaning of the California Public Employees' Pension Reform Act of 2013.
 - 1) New Members shall be governed by the two and seven tenths percent at age 57 (2.7% @ 57) retirement formula set forth in Government Code section 7522.25(d)
 - 2) Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.
 - 3) Effective January 1, 2013, "new" members" as defined by PEPRRA and determined by CalPERS, shall contribute one half (50%) of the normal cost rate, as established by CalPERS.

3. Pre-Retirement Optional Settlement 2 Death Benefit

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

4. Fourth Level of 1959 Survivor Benefits

Employees receive the benefit of the Fourth Level of the 1959 Survivor Benefit, as identified in Government Code Section 21574 with CalPERS.

- 5. The City has adopted the CalPERS Resolution in accordance with IRS Code section 414(h)(2) and both the employee contribution and the City pickup of the required member contribution are made on a pre-tax basis. However, ultimately, the tax status of any benefit is determined by the law.

C. Retirement Contract Reopener

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~~During the term of this agreement, the Association may request to reopen this agreement for the purpose of the meeting and conferring on enhanced retirement for employees. The parties agree that the City agrees to this reopener as a result of the sole request of the Association and it makes no offer to pay any cost related to any possible enhanced retirement plan nor implies agreement to implementing any enhanced retirement plan by agreeing to this reopener.~~

ARTICLE XII - LEAVE BENEFITS

A. General Leave

1. Accrual

Employees accrue General 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 the employee's anniversary of their hiring date. Employees are not permitted to take general leave in excess of actual time earned. Employees shall not accrue general leave in excess of six hundred forty (640) hours. An employee who earns general leave hours in excess of six hundred forty (640) hours shall be paid the cash value of those additional hours in their paycheck. 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 is permitted 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 Department.

4. Conversion to Cash

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Twice during each fiscal year, each employee has the option to convert into a cash payment or deferred compensation up to a total of one hundred sixty (160) hours of earned general leave benefits at the base hourly rate. The employee shall give two (2) weeks advance notice to Payroll of his/her desire to exercise such option.

Effective with the City Council ratification of this agreement and until the thirty (30) days that follow, employees shall have the one-time option to cash an additional forty (40) hours of general leave.

B. City Paid Holidays

Permanent full-time employees shall receive the following paid holidays 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.

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

- a. In the event that an employee is required to work on a City paid holiday, 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 City paid 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 payroll period 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 City paid holidays paid as time off with a pro-rated amount of four (4) or six (6) hours, respectively.

C. Sick Leave

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1. Accrual – No employee shall accrue sick leave after December 24, 1999.
2. Credit – Employees 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 on the payroll on November 20, 1978 are entitled to the following sick leave payoff plan:

At involuntary termination by reason of disability, or retirement, employees (or in the case of death, their beneficiary) 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 seven hundred twenty (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 seven hundred twenty (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 four hundred eighty (480) hours accrued, and for thirty-five percent (35%) of all unused, earned sick leave in excess of four hundred eighty (480) hours, but not to exceed seven hundred twenty (720) hours, except as provided in paragraph 4 below.

- c. Except as provided in paragraph 4d. below, no employee shall be paid at termination for more than seven hundred twenty (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 seven hundred twenty (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

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any accumulated sick leave in excess of the "cap" established by this paragraph (i.e., seven hundred twenty (720) hours plus the amount over seven hundred twenty (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 seven hundred twenty (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 seventy two (72) hours to nine hundred twenty eight (928) hours.
- f. Employees electing to participate in the City's group health insurance program after retirement can request 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 G.

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, registered domestic partner, children, grandfather, grandmother, stepfather, stepmother, step grandfather, step grandmother, grandchildren, stepsisters, stepbrothers, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepchildren, or wards of which the employee is the legal guardian.

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 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

MANAGEMENT EMPLOYEES' ORGANIZATION

A. Personnel Rules

All MOU provisions that supersede 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 Employer-Employee 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 Director of Human Resources, 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 Director of Human Resources Motion of Unit Modification - The Director of Human Resources 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 Director of Human Resources shall give written notice of the proposed modification(s); to any affected employee organization and any affected employees.
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;

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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~~ City Manager, 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 Department 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 City-wide service credit in the class within the department shall have City-wide 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.
- 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.

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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.

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2. Order of Layoff

- a. Prior to implementing a layoff, vacant positions that are authorized to be filled shall be identified by City-wide 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 Department 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)~~ thirty (30) 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.
- 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 Director of Human Resources 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

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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 Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources decision, the employee may appeal pursuant to the provisions of Sections 3 and 4 below.

b. Reinstatement/Re-Employment Lists

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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 tile 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 Director of Human Resources 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 Director of Human Resources 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

5. Part 3 – Re-Employment

a. Re-Employment

- 1) Employees who are laid off or reduced in class 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.

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- 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 the top of the list, providing that the person meets the necessary qualifications for the 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 General Leave 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. General Leave shall be paid to an employee when the re-employment list(s) expire(s), if not previously paid.
 - d) Upon reinstatement the employee may have his or her General Leave re-credited by repayment to the City the cashed amount.
 - 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

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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 shall be provided, once every two (2) 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 (1/2) of the eligible employees shall receive examinations in any one fiscal year.

B. Vehicle Policy

1. Approval is required by the ~~City Administrator~~ City Manager or his/her designee for any City vehicle to be taken home by an employee.
2. The auto allowance for qualifying employees is 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.
5. Employees in the following classifications are eligible to receive Auto Allowance:

- Assistant to the City Manager
- Assistant Fire Marshal
- Beach Operations Supervisor
- Building Manager
- ~~Building Maintenance Supervisor~~
- City Engineer
- ~~Combination Structural Inspection Supervisor~~
- Construction Manager
- Deputy City Treasurer^[msc2]*
- Deputy Director of Public Works
- Detention Administrator
- Facilities, Development & Concessions Manager
- Facilities Maintenance Supervisor

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- Fleet Operations Supervisor
- ~~Development, Concessions & Facilities Manager~~
- ~~— Fire Protection Analyst~~
- General Services Manager
- ~~Human Services Program Supervisor~~
- Inspection Manager
- Landscape Architect
- Landscape Maintenance Supervisor
- Maintenance Operations Manager
- Marine Safety Division Chief
- Mechanical Maintenance Supervisor
- Parking/Camping Facility Supervisor
- Police Administrative Services Manager
- 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^{[msc3]*}
- 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

In accordance with federal law, employees may borrow from 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

In accordance with Internal Revenue Service rules, 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.

D. Collection of Payroll Overpayments

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

E. Unit Modification

Notwithstanding any other provisions of this agreement, the City and Association agree to meet and confer within forty-five (45) days of the City Council ratification of this agreement regarding the possibility of adding positions to the MEO bargaining unit.

F. Required Fingerprinting of Employees

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 that require fingerprinting by federal, state or local law(s) be fingerprinted according to said law(s). The City may also require employees be fingerprinted if they are transferred, or promoted to positions with oversight responsibilities for senior citizens or oversight responsibilities for confidential, and or sensitive documents or equipment.

G. Acting Assignment

Acting assignments are not intended to exceed six (6) months unless extraordinary circumstances warrant an extension as recommended and approved by the Director of Human Resources. Under no circumstances shall an acting assignment exceed one (1) year nor shall it be considered a reclassification or a promotion.

Acting pay must be a minimum of 5.5% and the Department Head has the discretion to set compensation at any step on the pay range of the acting class, not to exceed the top step of the range.

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H. Return to Work Policy

The City and Association agree to reopen this agreement to establish a Return to Work Policy for employees who experience industrial and non-industrial injury and/or illness.

I. Controlled Substance and Alcohol Testing

The City maintains the right to conduct a controlled substance and/or alcohol test during working hours of any employee that it reasonably suspects is under the influence of alcohol or a controlled substance in the workplace.

J. Management and Executive Management Relations Committee

During the term of this agreement, the City and MEO agree to meet quarterly to discuss ways to improve management and executive management relations.

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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, 2014~~May 2007~~.

**CITY OF HUNTINGTON BEACH
A Municipal Corporation**

**HUNTINGTON BEACH
MANAGEMENT EMPLOYEES'
ORGANIZATION**

By: _____
Fred A. Wilson
City Manager

By: _____
Tom Graham
MEO President

By: _____
Ken Domer
Assistant City Manager

By: _____
Scott Smith
MEO Vice President

By: _____
Michele Warren
Director of Human Resources

By: _____
Scott Field
Negotiations Team

By: _____
JoAnn Diaz
Principal Human Resources Analyst

By: _____
Mindy James
Negotiations Team

By: _____
~~Renée Mayne~~
Chief Negotiator

By: _____
Michele Diaz
Negotiations Team

Approved as to Form:

Approved as to Form:

By: _____
Jennifer M. McGrath
City Attorney

By: _____
Charles Barfield
OCEA Representative

By: _____
Aaron Peardon
OCEA Representative

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE**

**CITY OF HUNTINGTON BEACH
MANAGEMENT EMPLOYEES' ORGANIZATION SALARY SCHEDULE
EFFECTIVE DECEMBER 16, 2006**

Job Type	Description	Pay Grade	A	B	C	D	E
0516	Accounting Manager	577	\$38.78	\$40.91	\$43.16	\$45.53	\$48.03
0025	Administrative Analyst MEO	522	\$29.47	\$31.09	\$32.80	\$34.60	\$36.50
0084	Administrative Analyst Principal MEO	569	\$37.25	\$39.30	\$41.46	\$43.74	\$46.15
0089	Administrative Analyst Senior MEO	550	\$33.88	\$35.74	\$37.71	\$39.78	\$41.97
0132	Assistant City Clerk	513	\$28.17	\$29.72	\$31.35	\$33.07	\$34.89
0069	Associate Civil Engineer	567	\$36.88	\$38.91	\$41.05	\$43.31	\$45.69
0071	Associate Planner	542	\$32.56	\$34.35	\$36.24	\$38.23	\$40.33
0034	Associate Traffic Engineer	568	\$37.07	\$39.11	\$41.26	\$43.53	\$45.92
0569	Beach Maintenance Operations Manager	592	\$41.77	\$44.07	\$46.49	\$49.05	\$51.75
0044	Beach Operations Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0501	Business Applications Supervisor	597	\$42.82	\$45.18	\$47.66	\$50.28	\$53.05
0500	Business Systems Manager	617	\$47.31	\$49.91	\$52.66	\$55.56	\$58.62
0070	Chief Criminalist	602	\$43.91	\$46.32	\$48.87	\$51.56	\$54.40
0024	City Engineer	642	\$53.61	\$56.56	\$59.67	\$62.95	\$66.41
0092	Claims Supervisor	560	\$35.61	\$37.57	\$39.64	\$41.82	\$44.12
0065	Community Services Manager	561	\$35.79	\$37.76	\$39.84	\$42.03	\$44.34
0097	Construction Manager	582	\$39.73	\$41.92	\$44.23	\$46.66	\$49.23
0085	Contract Administrator	550	\$33.88	\$35.74	\$37.71	\$39.78	\$41.97
0045	Criminalist Supervisor	574	\$38.18	\$40.28	\$42.50	\$44.84	\$47.31
0253	Cultural Affairs Supervisor	505	\$27.06	\$28.55	\$30.12	\$31.78	\$33.53
0081	Deputy City Attorney I	555	\$34.73	\$36.64	\$38.66	\$40.78	\$43.02
0080	Deputy City Attorney II	592	\$41.77	\$44.07	\$46.49	\$49.05	\$51.75
0079	Deputy City Attorney III	620	\$48.03	\$50.67	\$53.46	\$56.40	\$59.50
0068	Deputy City Engineer	614	\$46.62	\$49.18	\$51.89	\$54.74	\$57.75
0090	Deputy City Treasurer MEO	598	\$43.04	\$45.41	\$47.91	\$50.54	\$53.32
0571	Deputy Director of Economic Development	617	\$47.31	\$49.91	\$52.66	\$55.56	\$58.62
0035	Deputy Director of Public Works	642	\$53.61	\$56.56	\$59.67	\$62.95	\$66.41
0486	Detention Administrator	553	\$34.38	\$36.27	\$38.27	\$40.38	\$42.60
0473	Development & Petro/Chemical Supervisor	554	\$34.55	\$36.45	\$38.46	\$40.58	\$42.81
0039	Economic Development Project Manager	573	\$38.00	\$40.09	\$42.29	\$44.62	\$47.07
0474	Facilities, Development & Concessions Mgr	567	\$36.88	\$38.91	\$41.05	\$43.31	\$45.69
0131	Fire Medical Coordinator	550	\$33.88	\$35.74	\$37.71	\$39.78	\$41.97
0130	Fire Protection Analyst	550	\$33.88	\$35.74	\$37.71	\$39.78	\$41.97
0498	GIS Administrator	567	\$36.88	\$38.91	\$41.05	\$43.31	\$45.69
0489	Info System Communications Manager	603	\$44.13	\$46.56	\$49.12	\$51.82	\$54.67
0200	Info Systems Computer Operations Supervisor	543	\$32.72	\$34.52	\$36.42	\$38.42	\$40.53
0116	Info Systems Analyst II	530	\$30.66	\$32.35	\$34.13	\$36.01	\$37.99
0038	Info Systems Manager	618	\$47.55	\$50.17	\$52.93	\$55.84	\$58.91
0075	Inspection Manager	586	\$40.55	\$42.78	\$45.13	\$47.61	\$50.23
0073	Inspection Supervisor	558	\$35.25	\$37.19	\$39.24	\$41.40	\$43.68

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE**

Job Type	Description	Pay Grade	A	B	C	D	E
0049	Landscape Maintenance Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0095	Law Office Manager	526	\$30.06	\$31.71	\$33.45	\$35.29	\$37.23
0572	Liability Claims Coordinator	532	\$30.97	\$32.67	\$34.47	\$36.37	\$38.37
0030	Maintenance Operations Manager	596	\$42.62	\$44.96	\$47.43	\$50.04	\$52.79
0032	Marine Safety Division Chief	602	\$43.91	\$46.32	\$48.87	\$51.56	\$54.40
0048	Mechanical Maintenance Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0441	Neighborhood Preservation Program Manager	593	\$41.98	\$44.29	\$46.73	\$49.30	\$52.01
0490	Network Systems Administrator	581	\$39.55	\$41.73	\$44.02	\$46.44	\$48.99
0502	OA Systems Administrator	575	\$38.38	\$40.49	\$42.72	\$45.07	\$47.55
0133	Parking & Camping Facilities Supervisor	539	\$32.08	\$33.84	\$35.70	\$37.66	\$39.73
0098	Permit & Plan Check Manager	595	\$42.40	\$44.73	\$47.19	\$49.79	\$52.53
0209	Permit & Plan Check Supervisor	551	\$34.05	\$35.92	\$37.90	\$39.98	\$42.18
0099	Plan Check Engineer	581	\$39.55	\$41.73	\$44.02	\$46.44	\$48.99
0444	Planning Manager	603	\$44.13	\$46.56	\$49.12	\$51.82	\$54.67
0022	Police Communications Manager	553	\$34.38	\$36.27	\$38.27	\$40.38	\$42.60
0094	Police Records Administrator	553	\$34.38	\$36.27	\$38.27	\$40.38	\$42.60
0028	Principal Accountant	557	\$35.07	\$37.00	\$39.04	\$41.19	\$43.46
0096	Principal Civil Engineer	586	\$40.55	\$42.78	\$45.13	\$47.61	\$50.23
0072	Principal Electrical Inspector	539	\$32.08	\$33.84	\$35.70	\$37.66	\$39.73
0076	Principal Inspector Plumbing/Mechanical	539	\$32.08	\$33.84	\$35.70	\$37.66	\$39.73
0482	Principal Librarian	543	\$32.72	\$34.52	\$36.42	\$38.42	\$40.53
0074	Principal Planner	593	\$41.98	\$44.29	\$46.73	\$49.30	\$52.01
0037	Project Manager Assistant	542	\$32.56	\$34.35	\$36.24	\$38.23	\$40.33
0496	Public Safety Systems Manager	604	\$44.35	\$46.79	\$49.36	\$52.08	\$54.94
0497	Public Safety Systems Supervisor	599	\$43.26	\$45.64	\$48.15	\$50.80	\$53.59
0083	Purchasing & Central Services Manager	570	\$37.44	\$39.50	\$41.67	\$43.96	\$46.38
0043	Real Estate Services Manager	601	\$43.70	\$46.10	\$48.64	\$51.31	\$54.13
0093	Real Property Agent	573	\$38.00	\$40.09	\$42.29	\$44.62	\$47.07
0042	Recreation & Human Services Superintendent	592	\$41.77	\$44.07	\$46.49	\$49.05	\$51.75
0519	Safety Officer	550	\$33.88	\$35.74	\$37.71	\$39.78	\$41.97
0499	Senior Info Systems Analyst	575	\$38.38	\$40.49	\$42.72	\$45.07	\$47.55
0077	Senior Librarian	513	\$28.17	\$29.72	\$31.35	\$33.07	\$34.89
0036	Senior Planner	573	\$38.00	\$40.09	\$42.29	\$44.62	\$47.07
0046	Senior Recreation Supervisor	539	\$32.08	\$33.84	\$35.70	\$37.66	\$39.73
0457	Special Events Coordinator	505	\$27.06	\$28.55	\$30.12	\$31.78	\$33.53
0488	Street/Building Maintenance Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0033	Transportation Manager	611	\$45.92	\$48.45	\$51.11	\$53.92	\$56.89
0054	Tree Maintenance Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0483	Utilities Manager	616	\$47.09	\$49.68	\$52.41	\$55.29	\$58.33
0487	Wastewater Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0052	Water Distribution Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0053	Water Production Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE**

**CITY OF HUNTINGTON BEACH
MANAGEMENT EMPLOYEES' ORGANIZATION SALARY SCHEDULE
EFFECTIVE UPON RATIFICATION**

Job Type	Description	Pay Grade	A	B	C	D	E
0516	Accounting Manager	577	\$38.78	\$40.91	\$43.16	\$45.53	\$48.03
0025	Administrative Analyst MEO	525	\$29.91	\$31.55	\$33.28	\$35.11	\$37.04
0084	Administrative Analyst Principal MEO	569	\$37.25	\$39.30	\$41.46	\$43.74	\$46.15
0089	Administrative Analyst Senior MEO	553	\$34.38	\$36.27	\$38.27	\$40.38	\$42.60
0132	Assistant City Clerk	513	\$28.17	\$29.72	\$31.35	\$33.07	\$34.89
0069	Associate Civil Engineer	567	\$36.88	\$38.91	\$41.05	\$43.31	\$45.69
0071	Associate Planner	542	\$32.56	\$34.35	\$36.24	\$38.23	\$40.33
0034	Associate Traffic Engineer	568	\$37.07	\$39.11	\$41.26	\$43.53	\$45.92
0569	Beach Maintenance Operations Manager	592	\$41.77	\$44.07	\$46.49	\$49.05	\$51.75
0044	Beach Operations Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0501	Business Applications Supervisor	597	\$42.82	\$45.18	\$47.66	\$50.28	\$53.05
0500	Business Systems Manager	617	\$47.31	\$49.91	\$52.66	\$55.56	\$58.62
0070	Chief Criminalist	602	\$43.91	\$46.32	\$48.87	\$51.56	\$54.40
0024	City Engineer	646	\$54.69	\$57.70	\$60.87	\$64.22	\$67.75
0092	Claims Supervisor	560	\$35.61	\$37.57	\$39.64	\$41.82	\$44.12
0065	Community Services Manager	561	\$35.79	\$37.76	\$39.84	\$42.03	\$44.34
0097	Construction Manager	592	\$41.77	\$44.07	\$46.49	\$49.05	\$51.75
0085	Contract Administrator	560	\$35.61	\$37.57	\$39.64	\$41.82	\$44.12
0045	Criminalist Supervisor	574	\$38.18	\$40.28	\$42.50	\$44.84	\$47.31
0253	Cultural Affairs Supervisor	505	\$27.06	\$28.55	\$30.12	\$31.78	\$33.53
0081	Deputy City Attorney I	555	\$34.73	\$36.64	\$38.66	\$40.78	\$43.02
0080	Deputy City Attorney II	592	\$41.77	\$44.07	\$46.49	\$49.05	\$51.75
0079	Deputy City Attorney III	620	\$48.03	\$50.67	\$53.46	\$56.40	\$59.50
0068	Deputy City Engineer	614	\$46.62	\$49.18	\$51.89	\$54.74	\$57.75
0090	Deputy City Treasurer MEO	598	\$43.04	\$45.41	\$47.91	\$50.54	\$53.32
0571	Deputy Director of Economic Development	617	\$47.31	\$49.91	\$52.66	\$55.56	\$58.62
0035	Deputy Director of Public Works	647	\$54.97	\$57.99	\$61.18	\$64.54	\$68.09
0486	Detention Administrator	553	\$34.38	\$36.27	\$38.27	\$40.38	\$42.60
0473	Development & Petro/Chemical Supervisor	554	\$34.55	\$36.45	\$38.46	\$40.58	\$42.81
0039	Econ Development Project Manager	573	\$38.00	\$40.09	\$42.29	\$44.62	\$47.07
0474	Facilities, Development & Concessions Mgr	582	\$39.73	\$41.92	\$44.23	\$46.66	\$49.23
0131	Fire Medical Coordinator	550	\$33.88	\$35.74	\$37.71	\$39.78	\$41.97
0130	Fire Protection Analyst	550	\$33.88	\$35.74	\$37.71	\$39.78	\$41.97
0498	GIS Administrator	567	\$36.88	\$38.91	\$41.05	\$43.31	\$45.69
0489	Info System Communications Manager	603	\$44.13	\$46.56	\$49.12	\$51.82	\$54.67
0200	Info Systems Computer Operations Supervisor	543	\$32.72	\$34.52	\$36.42	\$38.42	\$40.53
0116	Info Systems Analyst II	530	\$30.66	\$32.35	\$34.13	\$36.01	\$37.99
0038	Info Systems Manager	618	\$47.55	\$50.17	\$52.93	\$55.84	\$58.91
0075	Inspection Manager	595	\$42.40	\$44.73	\$47.19	\$49.79	\$52.53
0073	Inspection Supervisor	563	\$36.15	\$38.14	\$40.24	\$42.45	\$44.78
0251	Investigator	522	\$29.47	\$31.09	\$32.80	\$34.60	\$36.50

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE**

Job Type	Description	Pay Grade	A	B	C	D	E
0049	Landscape Maintenance Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0095	Law Office Manager	526	\$30.06	\$31.71	\$33.45	\$35.29	\$37.23
0572	Liability Claims Coordinator	532	\$30.97	\$32.67	\$34.47	\$36.37	\$38.37
0030	Maintenance Operations Manager	612	\$46.14	\$48.68	\$51.36	\$54.19	\$57.17
0032	Marine Safety Division Chief	602	\$43.91	\$46.32	\$48.87	\$51.56	\$54.40
0048	Mechanical Maintenance Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0441	Neighborhood Preservation Program Manager	593	\$41.98	\$44.29	\$46.73	\$49.30	\$52.01
0490	Network Systems Administrator	581	\$39.55	\$41.73	\$44.02	\$46.44	\$48.99
0502	OA Systems Administrator	575	\$38.38	\$40.49	\$42.72	\$45.07	\$47.55
0133	Parking & Camping Facilities Supervisor	539	\$32.08	\$33.84	\$35.70	\$37.66	\$39.73
0098	Permit & Plan Check Manager	620	\$48.03	\$50.67	\$53.46	\$56.40	\$59.50
0209	Permit & Plan Check Supervisor	551	\$34.05	\$35.92	\$37.90	\$39.98	\$42.18
0099	Plan Check Engineer	586	\$40.55	\$42.78	\$45.13	\$47.61	\$50.23
0444	Planning Manager	603	\$44.13	\$46.56	\$49.12	\$51.82	\$54.67
0022	Police Communications Manager	553	\$34.38	\$36.27	\$38.27	\$40.38	\$42.60
0094	Police Records Administrator	553	\$34.38	\$36.27	\$38.27	\$40.38	\$42.60
0028	Principal Accountant	557	\$35.07	\$37.00	\$39.04	\$41.19	\$43.46
0096	Principal Civil Engineer	611	\$45.92	\$48.45	\$51.11	\$53.92	\$56.89
0072	Principal Electrical Inspector	544	\$32.88	\$34.69	\$36.60	\$38.61	\$40.73
0076	Principal Inspector Plumbing/Mechanical	544	\$32.88	\$34.69	\$36.60	\$38.61	\$40.73
0482	Principal Librarian	543	\$32.72	\$34.52	\$36.42	\$38.42	\$40.53
0074	Principal Planner	593	\$41.98	\$44.29	\$46.73	\$49.30	\$52.01
0037	Project Manager Assistant	542	\$32.56	\$34.35	\$36.24	\$38.23	\$40.33
0496	Public Safety Systems Manager	606	\$44.80	\$47.26	\$49.86	\$52.60	\$55.49
0497	Public Safety Systems Supervisor	599	\$43.26	\$45.64	\$48.15	\$50.80	\$53.59
0083	Purchasing & Central Services Manager	570	\$37.44	\$39.50	\$41.67	\$43.96	\$46.38
0043	Real Estate Services Manager	601	\$43.70	\$46.10	\$48.64	\$51.31	\$54.13
0093	Real Property Agent	573	\$38.00	\$40.09	\$42.29	\$44.62	\$47.07
0042	Recreation & Human Services Superintendent	592	\$41.77	\$44.07	\$46.49	\$49.05	\$51.75
0519	Safety Officer	550	\$33.88	\$35.74	\$37.71	\$39.78	\$41.97
0499	Senior Info Systems Analyst	580	\$39.36	\$41.52	\$43.80	\$46.21	\$48.75
0077	Senior Librarian	513	\$28.17	\$29.72	\$31.35	\$33.07	\$34.89
0036	Senior Planner	573	\$38.00	\$40.09	\$42.29	\$44.62	\$47.07
0046	Senior Recreation Supervisor	539	\$32.08	\$33.84	\$35.70	\$37.66	\$39.73
0457	Special Events Coordinator	505	\$27.06	\$28.55	\$30.12	\$31.78	\$33.53
0488	Street/Building Maintenance Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0033	Transportation Manager	619	\$47.78	\$50.41	\$53.18	\$56.11	\$59.20
0051	Tree Maintenance Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0483	Utilities Manager	616	\$47.09	\$49.68	\$52.41	\$55.29	\$58.33
0487	Wastewater Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0052	Water Distribution Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0053	Water Production Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE**

**CITY OF HUNTINGTON BEACH
MANAGEMENT EMPLOYEES' ORGANIZATION SALARY SCHEDULE
EFFECTIVE DECEMBER 15, 2007**

Job Type	Description	Pay Grade	A	B	C	D	E
0516	Accounting Manager	586	\$40.55	\$42.78	\$45.13	\$47.61	\$50.23
0025	Administrative Analyst MEO	534	\$31.28	\$33.00	\$34.82	\$36.73	\$38.75
0084	Administrative Analyst Principal MEO	578	\$38.96	\$41.10	\$43.36	\$45.75	\$48.27
0089	Administrative Analyst Senior MEO	562	\$35.97	\$37.95	\$40.04	\$42.24	\$44.56
0132	Assistant City Clerk	522	\$29.47	\$31.09	\$32.80	\$34.60	\$36.50
0069	Associate Civil Engineer	576	\$38.58	\$40.70	\$42.94	\$45.30	\$47.79
0071	Associate Planner	551	\$34.05	\$35.92	\$37.90	\$39.98	\$42.18
0034	Associate Traffic Engineer	577	\$38.78	\$40.91	\$43.16	\$45.53	\$48.03
0569	Beach Maintenance Operations Manager	601	\$43.70	\$46.10	\$48.64	\$51.31	\$54.13
0044	Beach Operations Supervisor	561	\$35.79	\$37.76	\$39.84	\$42.03	\$44.34
0501	Business Applications Supervisor	606	\$44.80	\$47.26	\$49.86	\$52.60	\$55.49
0500	Business Systems Manager	626	\$49.49	\$52.21	\$55.08	\$58.11	\$61.31
0070	Chief Criminalist	611	\$45.92	\$48.45	\$51.11	\$53.92	\$56.89
0024	City Engineer	655	\$57.20	\$60.35	\$63.67	\$67.17	\$70.86
0092	Claims Supervisor	569	\$37.25	\$39.30	\$41.46	\$43.74	\$46.15
0065	Community Services Manager	570	\$37.44	\$39.50	\$41.67	\$43.96	\$46.38
0097	Construction Manager	601	\$43.70	\$46.10	\$48.64	\$51.31	\$54.13
0085	Contract Administrator	569	\$37.25	\$39.30	\$41.46	\$43.74	\$46.15
0045	Criminalist Supervisor	583	\$39.93	\$42.13	\$44.45	\$46.90	\$49.48
0253	Cultural Affairs Supervisor	514	\$28.30	\$29.86	\$31.50	\$33.23	\$35.06
0081	Deputy City Attorney I	564	\$36.32	\$38.32	\$40.43	\$42.65	\$45.00
0080	Deputy City Attorney II	601	\$43.70	\$46.10	\$48.64	\$51.31	\$54.13
0079	Deputy City Attorney III	629	\$50.24	\$53.00	\$55.92	\$59.00	\$62.24
0068	Deputy City Engineer	623	\$48.76	\$51.44	\$54.27	\$57.25	\$60.40
0090	Deputy City Treasurer MEO	607	\$45.01	\$47.49	\$50.10	\$52.86	\$55.77
0027	Deputy Director of Rec./Beach Development	641	\$53.34	\$56.27	\$59.37	\$62.64	\$66.08
0571	Deputy Director of Economic Development	626	\$49.49	\$52.21	\$55.08	\$58.11	\$61.31
0035	Deputy Director of Public Works	656	\$57.48	\$60.64	\$63.98	\$67.50	\$71.21
0486	Detention Administrator	562	\$35.97	\$37.95	\$40.04	\$42.24	\$44.56
0473	Development & Petro/Chemical Supervisor	563	\$36.15	\$38.14	\$40.24	\$42.45	\$44.78
0039	Economic Development Project Manager	582	\$39.73	\$41.92	\$44.23	\$46.66	\$49.23
0474	Facilities, Development & Concessions Mgr	591	\$41.57	\$43.86	\$46.27	\$48.81	\$51.49
0131	Fire Medical Coordinator	559	\$35.43	\$37.38	\$39.44	\$41.61	\$43.90
0130	Fire Protection Analyst	559	\$35.43	\$37.38	\$39.44	\$41.61	\$43.90
0498	GIS Administrator	576	\$38.58	\$40.70	\$42.94	\$45.30	\$47.79
0489	Info System Communications Manager	612	\$46.14	\$48.68	\$51.36	\$54.19	\$57.17
0200	Info Systems Computer Operations Supervisor	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0116	Info Systems Analyst II	539	\$32.08	\$33.84	\$35.70	\$37.66	\$39.73
0038	Info Systems Manager	627	\$49.73	\$52.47	\$55.35	\$58.41	\$61.62
0075	Inspection Manager	604	\$44.35	\$46.79	\$49.36	\$52.08	\$54.94
0073	Inspection Supervisor	572	\$37.82	\$39.90	\$42.09	\$44.40	\$46.84

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE**

Job Type	Description	Pay Grade	A	B	C	D	E
0158	Landscape Architect	559	\$35.43	\$37.38	\$39.44	\$41.61	\$43.90
0049	Landscape Maintenance Supervisor	561	\$35.79	\$37.76	\$39.84	\$42.03	\$44.34
0095	Law Office Manager	535	\$31.44	\$33.17	\$34.99	\$36.91	\$38.94
0572	Liability Claims Coordinator	541	\$32.40	\$34.18	\$36.06	\$38.04	\$40.13
0030	Maintenance Operations Manager	621	\$48.27	\$50.93	\$53.73	\$56.68	\$59.80
0032	Marine Safety Division Chief	611	\$45.92	\$48.45	\$51.11	\$53.92	\$56.89
0048	Mechanical Maintenance Supervisor	561	\$35.79	\$37.76	\$39.84	\$42.03	\$44.34
0441	Neighborhood Preservation Program Manager	602	\$43.91	\$46.32	\$48.87	\$51.56	\$54.40
0490	Network Systems Administrator	590	\$41.36	\$43.63	\$46.03	\$48.56	\$51.23
0502	OA Systems Administrator	584	\$40.14	\$42.35	\$44.68	\$47.14	\$49.73
0133	Parking & Camping Facilities Supervisor	548	\$33.54	\$35.38	\$37.33	\$39.38	\$41.55
0098	Permit & Plan Check Manager	629	\$50.24	\$53.00	\$55.92	\$59.00	\$62.24
0209	Permit & Plan Check Supervisor	560	\$35.61	\$37.57	\$39.64	\$41.82	\$44.12
0099	Plan Check Engineer	595	\$42.40	\$44.73	\$47.19	\$49.79	\$52.53
0444	Planning Manager	612	\$46.14	\$48.68	\$51.36	\$54.19	\$57.17
0022	Police Communications Manager	562	\$35.97	\$37.95	\$40.04	\$42.24	\$44.56
0094	Police Records Administrator	562	\$35.97	\$37.95	\$40.04	\$42.24	\$44.56
0028	Principal Accountant	566	\$36.69	\$38.71	\$40.84	\$43.09	\$45.46
0096	Principal Civil Engineer	620	\$48.03	\$50.67	\$53.46	\$56.40	\$59.50
0072	Principal Electrical Inspector	553	\$34.38	\$36.27	\$38.27	\$40.38	\$42.60
0076	Principal Inspector Plumbing/Mechanical	553	\$34.38	\$36.27	\$38.27	\$40.38	\$42.60
0482	Principal Librarian	552	\$34.22	\$36.10	\$38.09	\$40.18	\$42.39
0074	Principal Planner	602	\$43.91	\$46.32	\$48.87	\$51.56	\$54.40
0037	Project Manager Assistant	551	\$34.05	\$35.92	\$37.90	\$39.98	\$42.18
0496	Public Safety Systems Manager	615	\$46.84	\$49.42	\$52.14	\$55.01	\$58.04
0497	Public Safety Systems Supervisor	608	\$45.24	\$47.73	\$50.36	\$53.13	\$56.05
0083	Purchasing & Central Services Manager	579	\$39.16	\$41.31	\$43.58	\$45.98	\$48.51
0043	Real Estate Services Manager	610	\$45.70	\$48.21	\$50.86	\$53.66	\$56.61
0093	Real Property Agent	582	\$39.73	\$41.92	\$44.23	\$46.66	\$49.23
0042	Recreation & Human Services Superintendent	601	\$43.70	\$46.10	\$48.64	\$51.31	\$54.13
0519	Safety Officer	559	\$35.43	\$37.38	\$39.44	\$41.61	\$43.90
0499	Senior Info Systems Analyst	589	\$41.15	\$43.41	\$45.80	\$48.32	\$50.98
0077	Senior Librarian	522	\$29.47	\$31.09	\$32.80	\$34.60	\$36.50
0036	Senior Planner	582	\$39.73	\$41.92	\$44.23	\$46.66	\$49.23
0046	Senior Recreation Supervisor	548	\$33.54	\$35.38	\$37.33	\$39.38	\$41.55
0457	Special Events Coordinator	514	\$28.30	\$29.86	\$31.50	\$33.23	\$35.06
0488	Street/Building Maintenance Supervisor	561	\$35.79	\$37.76	\$39.84	\$42.03	\$44.34
0033	Transportation Manager	628	\$49.99	\$52.74	\$55.64	\$58.70	\$61.93
0051	Tree Maintenance Supervisor	561	\$35.79	\$37.76	\$39.84	\$42.03	\$44.34
0483	Utilities Manager	625	\$49.24	\$51.95	\$54.81	\$57.82	\$61.00
0487	Wastewater Supervisor	561	\$35.79	\$37.76	\$39.84	\$42.03	\$44.34
0052	Water Distribution Supervisor	561	\$35.79	\$37.76	\$39.84	\$42.03	\$44.34
0053	Water Production Supervisor	561	\$35.79	\$37.76	\$39.84	\$42.03	\$44.34

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE**

3.75% EFFECTIVE MARCH 29, 2014

<u>Job No</u>	<u>Job Description</u>	<u>Pay Grade</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
0516	Accounting Manager	P0516	45.34	47.83	50.46	53.23	56.16
0025	Admin Analyst	P0025	34.97	36.89	38.93	41.06	43.33
0084	Admin Analyst Principal	P0084	43.55	45.95	48.48	51.15	53.96
0089	Admin Analyst Sr	P0089	40.23	42.44	44.78	47.24	49.83
0078	Assistant City Attorney	P0078	61.78	65.18	68.76	72.53	76.52
0132	Assistant City Clerk	P0132	37.51	39.57	41.75	44.04	46.46
0595	Assistant Fire Marshal	P0595	44.88	47.35	49.96	52.71	55.60
0057	Assistant to the City Manager	P0057	46.94	49.52	52.25	55.12	58.15
0071	Associate Planner	P0071	38.07	40.16	42.37	44.71	47.16
0569	Beach Maint Operations Mgr	P0569	48.86	51.54	54.38	57.36	60.52
0044	Beach Operations Supervisor	P0044	40.03	42.23	44.55	47.00	49.59
0064	Budget Analyst Senior	P0064	38.65	40.77	43.01	45.38	47.88
0585	Budget Manager	P0585	45.34	47.83	50.46	53.23	56.16
0598	Building Manager	P0598	56.17	59.26	62.52	65.95	69.59
0501	Business Applicatio Supervisor	P0501	50.08	52.84	55.74	58.81	62.04
0500	Business Systems Manager	P0500	55.34	58.38	61.60	64.99	68.56
0070	Chief Criminalist	P0070	51.35	54.17	57.15	60.29	63.61
0024	City Engineer	P0024	63.96	67.48	71.19	75.10	79.23
0092	Claims Supervisor	P0092	41.65	43.94	46.36	48.91	51.59
0471	Community Relations Officer	P0471	43.55	45.95	48.48	51.15	53.96
0353	Community Services Manager	P0353	48.86	51.54	54.38	57.36	60.52
0097	Construction Manager	P0097	48.86	51.54	54.38	57.36	60.52
0085	Contract Administrator	P0085	41.65	43.94	46.36	48.91	51.59
0045	Criminalist Supervisor	P0045	44.65	47.11	49.71	52.44	55.32
0253	Cultural Affairs Supervisor	P0253	31.65	33.40	35.23	37.17	39.22
0081	Deputy City Attorney I	P0081	40.63	42.86	45.21	47.70	50.33
0080	Deputy City Attorney II	P0080	48.86	51.54	54.38	57.36	60.52
0079	Deputy City Attorney III	P0079	56.17	59.26	62.52	65.95	69.59
0068	Deputy City Engineer	P0068	54.51	57.51	60.67	64.01	67.53
0090	Deputy City Treasurer MEO	P0090	50.33	53.10	56.03	59.11	62.35
0571	Deputy Dir of Econ Development	P0571	55.34	58.38	61.60	64.99	68.56
0027	Deputy Dir of Recr/Bch Devlpmt	P0027	57.03	60.16	63.47	66.96	70.64
0035	Deputy Director of Public Wrks	P0035	64.27	67.81	71.55	75.48	79.63
0486	Detention Administrator	P0486	40.23	42.44	44.78	47.24	49.83
0039	Econ Development Proj Mgr	P0039	44.43	46.87	49.45	52.17	55.04
0580	Energy Project Manager	P0580	44.43	46.87	49.45	52.17	55.04
0474	Facilities, Devel & Conc Mgr	P0474	46.48	49.03	51.73	54.57	57.57
0050	Facilities Maint Supervisor	P0050	40.03	42.23	44.55	47.00	49.59
0131	Fire Medical Coordinator	P0131	39.61	41.79	44.09	46.52	49.08
0130	Fire Protection Analyst	P0130	39.61	41.79	44.09	46.52	49.08
0590	Fleet Operations Supervisor	P0590	40.03	42.23	44.55	47.00	49.59
0581	General Services Manager	P0581	53.98	56.95	60.08	63.38	66.87
0498	GIS Manager	P0498	51.61	54.45	57.44	60.60	63.93
0043	Housing Manager	P0043	51.09	53.90	56.87	59.99	63.29
0006	Human Resources Manager	P0006	53.17	56.10	59.18	62.44	65.87

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE**

0489	Info Syst Communications Mgr	P0489	51.61	54.45	57.44	60.60	63.93
0200	Info Syst Computer Ops Manager	P0200	51.61	54.45	57.44	60.60	63.93
0038	Info Systems Manager	P0038	55.62	58.68	61.91	65.31	68.90
0075	Inspection Manager	P0075	49.57	52.30	55.17	58.21	61.42
0073	Inspection Supervisor	P0073	42.29	44.61	47.06	49.64	52.37
0251	Investigator	P0251	34.45	36.34	38.35	40.45	42.67
0158	Landscape Architect	P0158	39.61	41.79	44.09	46.52	49.08
0049	Landscape Maint Supervisor	P0049	40.03	42.23	44.55	47.00	49.59
0095	Law Office Manager	P0095	34.97	36.89	38.93	41.06	43.33
0572	Liability Claims Coordinator	P0572	36.21	38.20	40.31	42.53	44.86
0030	Maintenance Operations Mgr	P0030	53.98	56.95	60.08	63.38	66.87
0032	Marine Safety Division Chief	P0032	51.35	54.17	57.15	60.29	63.61
0048	Mechanical Maint Supervisor	P0048	40.03	42.23	44.55	47.00	49.59
0441	Neighbrhd Presrvtion Prog Mgr	P0441	49.08	51.78	54.63	57.64	60.82
0490	Network Systems Administrator	P0490	46.23	48.77	51.46	54.29	57.28
0443	Payroll Systems Analyst	P0443	42.29	44.61	47.06	49.64	52.37
0098	Permit & Plan Check Manager	P0098	56.17	59.26	62.52	65.95	69.59
0209	Permit & Plan Check Supervisor	P0209	39.82	42.01	44.32	46.76	49.33
0453	Personnel Analyst	P0453	34.80	36.71	38.73	40.86	43.11
0060	Personnel Analyst Principal	P0060	43.55	45.95	48.48	51.15	53.96
0464	Personnel Analyst Senior	P0464	39.61	41.79	44.09	46.52	49.08
0099	Plan Check Engineer	P0099	47.41	50.02	52.77	55.67	58.73
0444	Planning Manager	P0444	51.61	54.45	57.44	60.60	63.93
0594	Police Admin Services Manager	P0594	44.88	47.35	49.96	52.71	55.60
0022	Police Communications Manager	P0022	40.23	42.44	44.78	47.24	49.83
0094	Police Records Administrator	P0094	40.23	42.44	44.78	47.24	49.83
0028	Principal Accountant	P0028	41.03	43.29	45.67	48.18	50.83
0096	Principal Civil Engineer	P0096	53.71	56.67	59.78	63.07	66.53
0072	Principal Electrical Inspector	P0072	38.46	40.58	42.81	45.16	47.65
0076	Principal Inspector Plb/Mech	P0076	38.46	40.58	42.81	45.16	47.65
0482	Principal Librarian	P0482	38.26	40.37	42.59	44.93	47.40
0074	Principal Planner	P0074	49.08	51.78	54.63	57.64	60.82
0579	Project Manager	P0579	44.43	46.87	49.45	52.17	55.04
0037	Project Manager Assistant	P0037	38.07	40.16	42.37	44.71	47.16
0496	Public Safety Systems Manager	P0496	52.38	55.27	58.31	61.51	64.90
0497	Public Safety Systems Supv	P0497	50.59	53.37	56.31	59.40	62.67
0083	Purchasing & Central Svcs Mgr	P0083	43.78	46.19	48.73	51.41	54.23
0093	Real Property Agent	P0093	44.43	46.87	49.45	52.17	55.04
0054	Risk Manager	P0054	51.09	53.90	56.87	59.99	63.29
0519	Safety/Loss Prevention Analyst	P0519	39.61	41.79	44.09	46.52	49.08
0069	Senior Civil Engineer	P0069	45.34	47.83	50.46	53.23	56.16
0484	Senior Deputy City Attorney	P0484	59.05	62.30	65.73	69.34	73.15
0499	Senior Info Systems Analyst	P0499	46.01	48.54	51.21	54.03	57.00
0077	Senior Librarian	P0077	32.94	34.76	36.67	38.68	40.80
0036	Senior Planner	P0036	44.43	46.87	49.45	52.17	55.04
0046	Senior Recreation Supervisor	P0046	37.51	39.57	41.75	44.04	46.46
0575	Senior Sprvsr Cultural Affairs	P0575	37.51	39.57	41.75	44.04	46.46
0578	Senior Sprvsr Human Services	P0578	37.51	39.57	41.75	44.04	46.46
0034	Senior Traffic Engineer	P0034	45.34	47.83	50.46	53.23	56.16

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE**

<u>0457</u>	<u>Special Events Coordinator</u>	<u>P0457</u>	<u>31.65</u>	<u>33.40</u>	<u>35.23</u>	<u>37.17</u>	<u>39.22</u>
<u>0488</u>	<u>Street Maint Supervisor</u>	<u>P0488</u>	<u>40.03</u>	<u>42.23</u>	<u>44.55</u>	<u>47.00</u>	<u>49.59</u>
<u>0473</u>	<u>Supervisor, Dev & Petro-Chem</u>	<u>P0473</u>	<u>40.42</u>	<u>42.64</u>	<u>44.99</u>	<u>47.47</u>	<u>50.08</u>
<u>0133</u>	<u>Supervisor, Prkng & Cmping Fac</u>	<u>P0133</u>	<u>37.51</u>	<u>39.57</u>	<u>41.75</u>	<u>44.04</u>	<u>46.46</u>
<u>0033</u>	<u>Transportation Manager</u>	<u>P0033</u>	<u>55.89</u>	<u>58.96</u>	<u>62.21</u>	<u>65.63</u>	<u>69.24</u>
<u>0051</u>	<u>Tree Maintenance Supervisor</u>	<u>P0051</u>	<u>40.03</u>	<u>42.23</u>	<u>44.55</u>	<u>47.00</u>	<u>49.59</u>
<u>0483</u>	<u>Utilities Manager</u>	<u>P0483</u>	<u>55.06</u>	<u>58.09</u>	<u>61.29</u>	<u>64.66</u>	<u>68.22</u>
<u>0487</u>	<u>Wastewater Supervisor</u>	<u>P0487</u>	<u>40.03</u>	<u>42.23</u>	<u>44.55</u>	<u>47.00</u>	<u>49.59</u>
<u>0052</u>	<u>Water Distribution Supervisor</u>	<u>P0052</u>	<u>40.03</u>	<u>42.23</u>	<u>44.55</u>	<u>47.00</u>	<u>49.59</u>
<u>0053</u>	<u>Water Production Supervisor</u>	<u>P0053</u>	<u>40.03</u>	<u>42.23</u>	<u>44.55</u>	<u>47.00</u>	<u>49.59</u>

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT B – RETIREE SUBSIDY MEDICAL PLAN**

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 (one hundred twenty-one dollars). 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.

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT B – RETIREE SUBSIDY MEDICAL PLAN**

- 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

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT B – RETIREE SUBSIDY MEDICAL PLAN**

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 Human Resources Department shall notify covered retirees of this opportunity each year.
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.

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT B – RETIREE SUBSIDY MEDICAL PLAN**

- d. Any other commercially available benefit plan.
- e. Medicare supplements

D. Medicare:

1. All persons are eligible for Medicare coverage at age sixty five (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 sixty five (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.
2. When a retiree and his/her spouse are both sixty five (65 or over, and neither is eligible for paid Part A of Medicare, the subsidy shall pay for Part A for each of them or the maximum subsidy, whichever is less.
3. When a retiree at age sixty five (65 is eligible for paid Part A of Medicare and his/her spouse is not eligible for paid Part A, the spouse shall not receive subsidy. When a retiree at age sixty five (65 is not eligible for paid Part A of Medicare and his/her spouse who is also age sixty five (65 is eligible for paid Part A of Medicare, the subsidy shall be for the retiree's Part A only.

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 sixty five (65. If such retiree was covering dependents under the Plan, dependents will be eligible for state and or federal COBRA continuation benefits effective as of the retiree's sixty-fifth (65th) birthday.
 - b. Dependent coverage will be eliminated upon whichever of the following occasions comes first:
 - 1) After thirty six (36) months of COBRA continuation coverage, or
 - 2) When the covered dependent reaches age sixty five (65) in the event such dependent reaches age sixty five (65) prior to the retiree reaching age sixty five (65).

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT B – RETIREE SUBSIDY MEDICAL PLAN**

- c. At age sixty five (65) retirees are eligible to make application for Medicare. Upon being considered "eligible to make application," whether or not application has been made for Medicare, the 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.

MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT C – VEHICLE USE ASSIGNMENT ADMINISTRATIVE REGULATION

VEHICLE USE ASSIGNMENT ADMINISTRATIVE REGULATION

See Administrative Regulations

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT D – PHYSICAL EXAMINATION DESCRIPTION**

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

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT E – 9/80 WORK SCHEDULE**

9/80 WORK SCHEDULE

This work schedule is known as the “9/80.” 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 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~~City Manager or designee.

A. Forty (40) Hour Work Week

The actual 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 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	-	-

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT E – 9/80 WORK SCHEDULE**

MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT E – 9/80 WORK SCHEDULE

D. A/B Schedule Changes

Employees cannot change schedules without prior approval of their supervisor, Department Head, and the Director of Human Resources or designee.

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~~City Manager, Department Head or designee may require such service from any of said employees.

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. Bereavement Leave – As stated in Memorandum of Understanding
5. Holidays - As stated in Memorandum of Understanding
6. Jury Duty – The provisions of the Personnel Rules shall continue to apply; however, if an 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.

MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT F – 4/10 WORK SCHEDULE

4/10 WORK SCHEDULE

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 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~~City Manager 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~~City Manager, Department Head or designee may require such service from any of said employees.

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.

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. Bereavement Leave – As stated in Memorandum of Understanding
5. Holidays - As stated in Memorandum of Understanding
6. Jury Duty – The provisions of the Personnel Rules shall continue to apply; however, if an 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.

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT G – VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM**

**Voluntary Catastrophic Leave Donation Program
Leave Request Form**

Requestor, Please Complete

According to the provisions of the Voluntary Catastrophic Leave Donation Program, I hereby request donated Vacation, General Leave or Exempt Compensatory Time.

MY SIGNATURE CERTIFIES THAT:

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

Name: <i>(Please Print or Type: Last, First, MI)</i>		
Work Phone:	Department:	
Job Title:	Employee ID#:	
Requester	Signature:	Date:
Department Director Signature of Support:		Date:
Human Resources Department-Use Only		
End donation date will bridge to:		End donation date:
<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		
Human Resources Director Signature:		Date signed:

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT G – VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM**

**Voluntary Catastrophic Leave Donation Program
Leave Donation Form**

Donor, please complete

Donor Name: <i>(Please Print or Type: Last, First, MI)</i>	
Work Phone:	
Donor Job Title:	
Type of Accrued Leave: <input type="checkbox"/> Vacation <input type="checkbox"/> Compensatory Time <input type="checkbox"/> General Leave	Number of Hours I wish to Donate: _____ Hours of Vacation _____ Hours of Exempt Compensatory Time _____ Hours of General Leave

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

I wish to donate my accrued Vacation, Exempt Compensatory Time or General Leave hours to the Leave Donation Program for:

Eligible recipient employee's name (Last, First, MI):		
Donor	Signature:	Date:

Please submit to Payroll in the Finance Department.

MEMORANDUM OF UNDERSTANDING
BETWEEN
HUNTINGTON BEACH
MANAGEMENT EMPLOYEES' ORGANIZATION
AND
CITY OF HUNTINGTON BEACH



DECEMBER 21, 2012 – DECEMBER 31, 2014

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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 21, 2012 through December 31, 2014.

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 21, 2012 and it is agreed as follows:

ARTICLE I - TERM OF MOU

This Agreement shall be in effect for a period of two (2) years commencing December 21, 2012 and ending midnight December 31, 2014.

- a. The parties agree to commence negotiations on a successor MOU by not later than May 1, 2014.

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.

MANAGEMENT EMPLOYEES' ORGANIZATION

ARTICLE III – MANAGEMENT'S RIGHTS

The parties agree the City has the right to make unilateral management decisions that are outside the scope of bargaining, as defined by state and federal law and Public Employment Relations Board (PERB) decisions. Except as expressly abridged or modified herein, the City retains all rights, powers and authority with respect to the management and direction of the performance of City services and the work forces performing such services, provided that nothing herein shall change the City's obligation to meet and confer as to the effects of any such management decision upon wages, hours and terms and conditions of employment or be construed as granting the City the right to make unilateral changes in wages, hours and terms and conditions of employment. Such rights include, but are not limited to, consideration of the merits, necessity, level or organization of City services, including establishing of work stations, nature of work to be performed, contracting for any work or operation, reasonable employee performance standards, including reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable for the performance of City services.

ARTICLE 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

All 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.

1. Wage Increases

- a. Effective the beginning of the pay period following City Council approval of this agreement, all bargaining unit members will receive a 3.75% wage increase. This

MANAGEMENT EMPLOYEES' ORGANIZATION

wage increase will not be retro-active and will be implemented the beginning of the pay period following approval of the agreement by the City Council.

ARTICLE VII - SPECIAL PAY

A. Educational Tuition

1. Upon approval of the Department Head and the Director of Human Resources, 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 Director of Human Resources.
2. Education costs shall be reimbursed to permanent employees 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 per employee.
 - a. Employees may not carry-over and be reimbursed for prior fiscal year education costs in successive fiscal years.
3. Reimbursements shall be made when the employee presents proof to the Director of Human Resources 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 base 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 Manager. 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, an employee's language proficiency will be tested and certified by the Director of Human Resources 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 Director of Human Resources or designee.

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 Manager or designee. Designated employees are responsible for JD

MANAGEMENT EMPLOYEES' ORGANIZATION

Edwards applications setup, design, troubleshooting, and training. Process owners have system coordination responsibilities as distinguished from users of the system.

Effective May 21, 2007, Process Owner Assignment Pay ended. All employees receiving Process Owner Assignment Pay prior to May 21, 2007 shall continue to receive this pay while they remain assigned to their position.

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 employees 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 in classifications listed below shall wear a standard City adopted uniform. Each Department Head shall determine which employees must wear a uniform.

Department	Job Type	Classification	Category of Uniform	Notes
Community Svcs	0133	Parking & Camping Fac Supr	4	
Fire	0131	Fire Med Coordinator	2	Not required daily: frequency of use is 1X week
Fire	0130	Fire Protection Analyst	7	
Fire	0032	Marine Safety Division Chief	2	Suit not replaced every year
Police	0089	Senior Admin Analyst	3	Not required daily
Police	0486	Detention Administrator	3	
Police	0022	Police Communications Mgr	3	
Police	0594	Police Admin Srvc Mgr	3	
Police	0094	Police Records Administrator	3	
Planning & Bldg	0072	Principal Electrical Inspector	5	
Planning & Bldg	0073	Inspection Supervisor	5	
Planning & Bldg	0076	Principal Inspector Plum/Mech	5	
Planning & Bldg	0075	Inspection Manager	5	

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.

MANAGEMENT EMPLOYEES' ORGANIZATION

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 pay for City-required uniforms.
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 one or more retail clothing outlets for the various allotments.
City reserves the right to name vendor.
4. To maintain records of purchases.

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.

MANAGEMENT EMPLOYEES' ORGANIZATION

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 Department.
4. To report to the Director of Human Resources 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/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 Manager 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 fifty (50) hours of administrative leave per calendar year. Administrative leave shall not carry over to the next year and holds no cash value.

Old Administrative Leave – Effective with the City Council ratification of this agreement, employees who have accrued a bank of old administrative leave and are eligible to receive the administrative leave hours based on the old administrative leave provision, shall have the right to use the accrued leave time on the same terms and conditions as any other approved leave time. However old administrative leave holds no cash value for current employees or employees separating from City service.

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

MANAGEMENT EMPLOYEES' ORGANIZATION

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.

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 Manager 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 Manager or designee.

ARTICLE X - HEALTH AND OTHER INSURANCE BENEFITS

A. Health

The City shall make available group medical, dental and vision benefits to all employees. A copy of the medical, dental and vision plan brochures may be obtained from the Human Resources Department.

B. Eligibility, Criteria and Cost

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

The City and employee shall each pay for health insurance premiums for qualified employees and dependent(s) effective the first of the month following the employee's date of hire. The employee deduction for premium contributions shall be aligned with the effective date of coverage and the ending date of coverage upon the employee's separation. The payroll deduction amount shall begin no later than the first full pay period following the effective date of coverage and pro-rated for coverage through the end of the month in which employment was separated.

MANAGEMENT EMPLOYEES' ORGANIZATION

2. Health and Other Insurance Premiums

a. 2014 Premiums and Contributions

2014 Health Premiums and Contributions

Effective 1/1/2014

MEO

Plan	Tier	Monthly Premium	ER Monthly Contribution	EE Monthly Contribution	EE Bi-Weekly Contribution
Kaiser	Single	455.36	273.12	182.24	84.11
	Two-Party	997.37	553.53	443.84	204.85
	Family	1,311.39	717.56	593.83	274.08
Blue Shield HMO	Single	587.00	301.43	285.57	131.80
	Two-Party	1,281.00	611.06	669.94	309.20
	Family	1,657.00	792.20	864.80	399.14
Blue Shield PPO	Single	629.00	401.17	227.83	105.15
	Two-Party	1,329.00	757.80	571.20	263.63
	Family	1,647.00	923.36	723.64	333.99
Blue Shield CDHP	Single	462.00	401.17	60.83	28.08
	Two-Party	978.00	757.80	220.20	101.63
	Family	1,211.00	923.36	287.64	132.76
Delta Dental PPO	Single	65.00	42.88	22.12	10.21
	Two-Party	121.40	81.82	39.58	18.27
	Family	160.00	116.36	43.64	20.14
Delta Care HMO	Single	28.88	23.00	5.88	2.71
	Two-Party	49.10	39.11	9.99	4.61
	Family	75.10	59.81	15.29	7.06
VSP	Single	25.94	17.84	8.10	3.74
	Two-Party	25.94	17.84	8.10	3.74
	Family	25.94	17.84	8.10	3.74

Medical Opt-Out: \$273.12 per month

MANAGEMENT EMPLOYEES' ORGANIZATION

3. Future Premiums and City Contributions

Effective with the January 2008 health insurance deduction, the City's contribution shall increase in an amount not to exceed ten percent (10%) for medical insurance, five percent (5%) for dental insurance and five percent (5%) for vision insurance. The increases will be based on potential increases to the City's Blue Shield HMO, Delta Dental PPO, Delta Care HMO and Vision Service plans in 2008. In the event that the premium rates for City's Blue Shield HMO, Delta Dental PPO, Delta Care HMO and Vision Service plans increase by less than ten percent (10%), five percent (5%) and five percent (5%) respectively, the City contribution caps will be adjusted based on the actual percentage increases. In the event that these caps are exceeded, the employee shall pay any increased amount above the City's contribution caps.

As a result of these formulas, it is understood that the employee contribution shall not decrease during the term of this Agreement nor is there any expectation of compensation or benefit in the event the City's contribution cap is not reached.

4. Employee payroll deductions shall be made on a pre-tax basis.

5. Medical Cash-Out

Effective with the first payment following City Council ratification of this agreement, if an employee is covered by a medical program outside of a city-provided program (evidence of which must be supplied to Human Resources Department, they may elect to discontinue City medical coverage and receive the amount equal to the City's contribution to the lowest cost, Employee-only medical premium offered to this unit.

6. Section 125 Plan

This plan allows employees to use pre-tax salary to pay for childcare, adult dependent care and/or medical expenses allowable under the Internal Revenue Service rules for a Section 125 plan.

C. Life and Accidental Death & Dismemberment

Each employee is provided with \$50,000 (fifty thousand) life insurance and \$50,000 (fifty thousand) 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.

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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 an unpaid 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 (sixty six and two-third) percent of the first \$12,500 (twelve thousand five hundred) of the employee's basic monthly earnings.

The maximum benefit period for disability due to accident or sickness shall be to age sixty five (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 the employee 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 Human Resources Department.

The intent of long term disability is to assist employees who are off work for an extended period of time. While long term disability benefits can be coordinated with accrued leave benefits to achieve one hundred percent (100%) of regular salary, no employee may receive more than their regular salary while receiving disability benefits and paid leave.

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 an unpaid 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 participate in a City-wide joint labor and management insurance and benefits advisory committee to discuss and study issues relating to insurance and benefits available for employees.

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

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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).

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.

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 sixty five (65), who choose not to participate in City-sponsored medical insurance plans that are supplemental to Medicare permanently lose their eligibility for this insurance.

H. Marine Safety Division Chief Medical Program

The City will provide the Marine Safety Division Chief an equivalent plan that is designed specifically for Safety employees.

I. Annual Maximum Benefit for Dental PPO Plan

The Dental PPO plan maximum annual benefit is \$2,000.

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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 #1, #2, #2W, #3, #3W or #4 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 as provided in California Government Code sections 21455, 21456, 21457, and 21458 as said referenced Government Code sections exist as of the date of this agreement. This payment shall be made only to the member shall be payable by the City during the life of the member, and upon that member 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.

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 allowed by Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) Federal or State Law, or
- 2) Retirees retiring after approval of this MOU may participate in the Retiree Subsidy Medical Plan, attached hereto as Exhibit B, 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 B are met, or if the retiree meets the eligibility requirements described in Exhibit B, the retiree may receive a subsidy from the City for retiree medical insurance pursuant to the schedule set forth in Exhibit B.

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B. Public Employees' Retirement System Reimbursement and Reporting

1. Miscellaneous Unit Members

1. Miscellaneous Members

- a. The City shall provide all miscellaneous employees described as "classic members by the Public Employees' Pension Reform Act of 2013 – "PEPRA" with that certain retirement program commonly known and described as the "2.5% at age 55 plan" which is based on the retirement formula as set forth in the California Public Employees' Retirement System (PERS), Section 21354 of the California Government Code.
- b. Effective October 1, 2012, each miscellaneous employee, hired prior to December 21, 2012, covered by this Agreement shall pay to PERS as part of the required member contribution six and three quarters percent (6.75%) of pensionable income to the Public Employees' Retirement System (PERS). The remaining portion of the required member retirement contribution (one and one quarter percent (1.25%) of pensionable income) shall be paid by the City.
 - 1) Employees hired on or after December 21, 2012, shall not be reimbursed under this section, but shall pay 100% of the required member retirement contribution (8%)
- c. Effective at the beginning of the pay period of April 26, 2014, following City Council approval of this MOU, all miscellaneous bargaining unit "classic members" shall pay to PERS as part of the required member retirement contribution eight percent (8%) of pensionable income. This provision shall not sunset at the end of this agreement.
- d. The City shall contract with PERS to have retirement benefits calculated based upon the "classic" employee's highest one year's compensation, pursuant to the provisions of Section 20042 (highest single year).
- e. The obligations of the City and the retirement rights of employees as provided in this Article shall survive the term of this MOU
- f. For "New" Members within the meaning of the California Public Employees' Pension Reform Act of 2013.
 - 1) New Members shall be governed by the two percent at age 62 (2% @ 62) retirement formula set forth in Government Code section 7522.20.
 - 2) Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.

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- 3) Effective January 1, 2013, "new" members as defined by PEPRA and determined by CalPERS, shall contribute one half (50%) of the normal cost as established by CalPERS.

2. Safety Unit Members

- a) The City shall provide all safety employees described as "classic" members by the Public Employees' Pension Reform Act of 2013 – "PEPRA" with that certain retirement program commonly known and described as the "3% at age 50 plan" which is based on the retirement formula as set forth in the California Public Employees' Retirement System (PERS), Section 21362.2 of the California Government Code.
- b) Effective October 1, 2012, all safety employees described as "classic" members, hired prior to December 21, 2012, covered by this Agreement shall pay to PERS as part of the required member contribution six and three quarters percent (6.75%) of pensionable income to the Public Employees' Retirement System (PERS). The remaining portion of the required member retirement contribution (two and one quarter percent (2.25%) of pensionable income) shall be paid by the City.
 - 1) All safety employees' described as "classic" members hired on or after December 21, 2012, shall not be reimbursed under this section, but shall pay 100% of the required member retirement contribution (9%)
- c) Effective at the beginning of the pay period of April 26, 2014, following City Council approval of this MOU, all safety employees described as "classic" members shall pay to PERS as part of the required member retirement contribution nine percent (9%) of pensionable income. This provision shall not sunset at the end of this agreement.
- d) The City shall contract with PERS to have retirement benefits calculated based upon the "classic" employee's highest one year's compensation, pursuant to the provisions of Section 20042 (highest single year).
- e) The obligations of the City and the retirement rights of employees as provided in this Article shall survive the term of this MOU
- f) For "New" Members within the meaning of the California Public Employees' Pension Reform Act of 2013.
 - 1) New Members shall be governed by the two and seven tenths percent at age 57 (2.7% @ 57) retirement formula set forth in Government Code section 7522.25(d)

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- 2) Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.
- 3) Effective January 1, 2013, "new" members as defined by PEPR and determined by CalPERS, shall contribute one half (50%) of the normal cost, as established by CalPERS.

3. Pre-Retirement Optional Settlement 2 Death Benefit

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

4. Fourth Level of 1959 Survivor Benefits

Employees receive the benefit of the Fourth Level of the 1959 Survivor Benefit, as identified in Government Code Section 21574 with CalPERS.

5. The City has adopted the CalPERS Resolution in accordance with IRS Code section 414(h)(2) and both the employee contribution and the City pickup of the required member contribution are made on a pre-tax basis. However, ultimately, the tax status of any benefit is determined by the law.

ARTICLE XII - LEAVE BENEFITS

A. General Leave

1. Accrual

Employees accrue General 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

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computed from the employee's anniversary of their hiring date. Employees are not permitted to take general leave in excess of actual time earned. Employees shall not accrue general leave in excess of six hundred forty (640) hours. An employee who earns general leave hours in excess of six hundred forty (640) hours shall be paid the cash value of those additional hours in their paycheck. 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 is permitted 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 Department.

4. Conversion to Cash

Twice during each fiscal year, each employee has the option to convert into a cash payment or deferred compensation up to a total of one hundred sixty (160) hours of earned general leave benefits at the base hourly rate. The employee shall give two (2) weeks advance notice to Payroll of his/her desire to exercise such option.

Effective with the City Council ratification of this agreement and until the thirty (30) days that follow, employees shall have the one-time option to cash an additional forty (40) hours of general leave.

B. City Paid Holidays

Permanent full-time employees shall receive the following paid holidays 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.

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

- a. In the event that an employee is required to work on a City paid holiday, 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 City paid 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 payroll period 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 City paid holidays 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 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 on the payroll on November 20, 1978 are entitled to the following sick leave payoff plan:

At involuntary termination by reason of disability, or retirement, employees (or in the case of death, their beneficiary) 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 seven hundred twenty (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 seven hundred twenty (720) hours of such accumulated sick leave.

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

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Upon termination, all employees shall be paid, at their then current salary rate, for twenty-five percent (25%) of unused, earned sick leave to four hundred eighty (480) hours accrued, and for thirty-five percent (35%) of all unused, earned sick leave in excess of four hundred eighty (480) hours, but not to exceed seven hundred twenty (720) hours, except as provided in paragraph 4 below.

- c. Except as provided in paragraph 4d. below, no employee shall be paid at termination for more than seven hundred twenty (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 seven hundred twenty (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., seven hundred twenty (720) hours plus the amount over seven hundred twenty (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 seven hundred twenty (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 seventy two (72) hours to nine hundred twenty eight (928) hours.
- f. Employees electing to participate in the City's group health insurance program after retirement can request 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 G.

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, registered domestic partner, children, grandfather,

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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 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 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 supersede 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 Director of Human Resources, 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

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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 Director of Human Resources Motion of Unit Modification - The Director of Human Resources 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 Director of Human Resources shall give written notice of the proposed modification(s); to any affected employee organization and any affected employees.
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 Manager, 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.

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- 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 Department 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 City-wide service credit in the class within the department shall have City-wide 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.
- 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.

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- 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.
 - 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.

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2. Order of Layoff

- a. Prior to implementing a layoff, vacant positions that are authorized to be filled shall be identified by City-wide 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 Department 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 thirty (30) 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.
- 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 Director of Human Resources 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

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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 Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources 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.
- 4) 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 Director of Human Resources 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 Director of Human Resources decision, the employee may appeal pursuant to the provisions of Sections 3 and 4 below.

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- 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 Director of Human Resources 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 Director of Human Resources 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.
5. Part 3 – Re-Employment
- a. Re-Employment
 - 1) Employees who are laid off or reduced in class 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.

MANAGEMENT EMPLOYEES' ORGANIZATION

- 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 the top of the list, providing that the person meets the necessary qualifications for the 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 General Leave 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. General Leave shall be paid to an employee when the re-employment list(s) expire(s), if not previously paid.
 - d) Upon reinstatement the employee may have his or her General Leave re-credited by repayment to the City the cashed amount.
 - 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.

MANAGEMENT EMPLOYEES' ORGANIZATION

- 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 shall be provided, once every two (2) 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 (1/2) of the eligible employees shall receive examinations in any one fiscal year.

B. Vehicle Policy

1. Approval is required by the City Manager or his/her designee for any City vehicle to be taken home by an employee.
2. The auto allowance for qualifying employees is 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.
5. Employees in the following classifications are eligible to receive Auto Allowance:
 - Assistant to the City Manager
 - Assistant Fire Marshal
 - Beach Operations Supervisor
 - Building Manager
 - City Engineer
 - Construction Manager
 - Deputy City Treasurer*
 - Deputy Director of Public Works
 - Detention Administrator
 - Facilities, Development & Concessions Manager
 - Facilities Maintenance Supervisor

MANAGEMENT EMPLOYEES' ORGANIZATION

- Fleet Operations Supervisor
- General Services Manager
- Inspection Manager
- Landscape Architect
- Landscape Maintenance Supervisor
- Maintenance Operations Manager
- Marine Safety Division Chief
- Mechanical Maintenance Supervisor
- Parking/Camping Facility Supervisor
- Police Administrative Services Manager
- Police Communications Manager
- Police Records Administrator
- Principal Electrical Inspector
- Principal Plumbing Mechanical Inspector
- Public Safety Systems Manager
- Recreation, Human & Cultural Affairs Superintendent*
- Street Maintenance Supervisor
- Transportation Manager
- Tree Maintenance Supervisor
- Utilities Manager
- Wastewater Supervisor
- Water Distribution Supervisor
- Water Production Supervisor

C. Deferred Compensation

1. Loan Program

In accordance with federal law, employees may borrow from 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

In accordance with Internal Revenue Service rules, 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.

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

MANAGEMENT EMPLOYEES' ORGANIZATION

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

E. Unit Modification

Notwithstanding any other provisions of this agreement, the City and Association agree to meet and confer within forty-five (45) days of the City Council ratification of this agreement regarding the possibility of adding positions to the MEO bargaining unit.

F. Required Fingerprinting of Employees

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 that require fingerprinting by federal, state or local law(s) be fingerprinted according to said law(s). The City may also require employees be fingerprinted if they are transferred, or promoted to positions with oversight responsibilities for senior citizens or oversight responsibilities for confidential, and or sensitive documents or equipment.

G. Acting Assignment

Acting assignments are not intended to exceed six (6) months unless extraordinary circumstances warrant an extension as recommended and approved by the Director of Human Resources. Under no circumstances shall an acting assignment exceed one (1) year nor shall it be considered a reclassification or a promotion.

Acting pay must be a minimum of 5.5% and the Department Head has the discretion to set compensation at any step on the pay range of the acting class, not to exceed the top step of the range.

H. Return to Work Policy

The City and Association agree to reopen this agreement to establish a Return to Work Policy for employees who experience industrial and non-industrial injury and/or illness.

MANAGEMENT EMPLOYEES' ORGANIZATION

I. Controlled Substance and Alcohol Testing

The City maintains the right to conduct a controlled substance and/or alcohol test during working hours of any employee that it reasonably suspects is under the influence of alcohol or a controlled substance in the workplace.

J. Management and Executive Management Relations Committee

During the term of this agreement, the City and MEO agree to meet quarterly to discuss ways to improve management and executive management relations.

MANAGEMENT EMPLOYEES' ORGANIZATION

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, 2014.

**CITY OF HUNTINGTON BEACH
A Municipal Corporation**

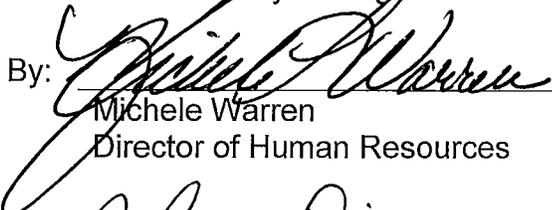
**HUNTINGTON BEACH
MANAGEMENT EMPLOYEES'
ORGANIZATION**

By: _____
Fred A. Wilson
City Manager

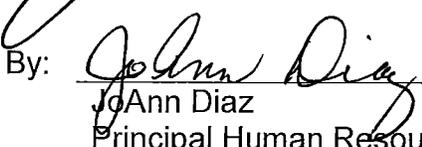
By: _____
Tom Graham
MEO President

By: _____
Ken Domer
Assistant City Manager

By: _____
Scott Smith
MEO Vice President

By:  _____
Michele Warren
Director of Human Resources

By: _____
Scott Field
Negotiations Team

By:  _____
JoAnn Diaz
Principal Human Resources Analyst

By: _____
Mindy James
Negotiations Team

By: _____
Michele Diaz
Negotiations Team

Approved as to Form:

Approved as to Form:

By: _____
Jennifer M. McGrath
City Attorney

By: _____
Charles Barfield
OCEA Representative

By: _____
Aaron Peardon
OCEA Representative

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE**

**MEO SALARY SCHEDULE
3.75% EFFECTIVE MARCH 29, 2014**

Job No	Job Description	Pay Grade	A	B	C	D	E
0516	Accounting Manager	P0516	45.34	47.83	50.46	53.23	56.16
0025	Admin Analyst	P0025	34.97	36.89	38.93	41.06	43.33
0084	Admin Analyst Principal	P0084	43.55	45.95	48.48	51.15	53.96
0089	Admin Analyst Sr	P0089	40.23	42.44	44.78	47.24	49.83
0078	Assistant City Attorney	P0078	61.78	65.18	68.76	72.53	76.52
0132	Assistant City Clerk	P0132	37.51	39.57	41.75	44.04	46.46
0595	Assistant Fire Marshal	P0595	44.88	47.35	49.96	52.71	55.60
0057	Assistant to the City Manager	P0057	46.94	49.52	52.25	55.12	58.15
0071	Associate Planner	P0071	38.07	40.16	42.37	44.71	47.16
0569	Beach Maint Operations Mgr	P0569	48.86	51.54	54.38	57.36	60.52
0044	Beach Operations Supervisor	P0044	40.03	42.23	44.55	47.00	49.59
0064	Budget Analyst Senior	P0064	38.65	40.77	43.01	45.38	47.88
0585	Budget Manager	P0585	45.34	47.83	50.46	53.23	56.16
0598	Building Manager	P0598	56.17	59.26	62.52	65.95	69.59
0501	Business Applicatio Supervisor	P0501	50.08	52.84	55.74	58.81	62.04
0500	Business Systems Manager	P0500	55.34	58.38	61.60	64.99	68.56
0070	Chief Criminalist	P0070	51.35	54.17	57.15	60.29	63.61
0024	City Engineer	P0024	63.96	67.48	71.19	75.10	79.23
0092	Claims Supervisor	P0092	41.65	43.94	46.36	48.91	51.59
0471	Community Relations Officer	P0471	43.55	45.95	48.48	51.15	53.96
0353	Community Services Manager	P0353	48.86	51.54	54.38	57.36	60.52
0097	Construction Manager	P0097	48.86	51.54	54.38	57.36	60.52
0085	Contract Administrator	P0085	41.65	43.94	46.36	48.91	51.59
0045	Criminalist Supervisor	P0045	44.65	47.11	49.71	52.44	55.32
0253	Cultural Affairs Supervisor	P0253	31.65	33.40	35.23	37.17	39.22
0081	Deputy City Attorney I	P0081	40.63	42.86	45.21	47.70	50.33
0080	Deputy City Attorney II	P0080	48.86	51.54	54.38	57.36	60.52
0079	Deputy City Attorney III	P0079	56.17	59.26	62.52	65.95	69.59
0068	Deputy City Engineer	P0068	54.51	57.51	60.67	64.01	67.53
0090	Deputy City Treasurer MEO	P0090	50.33	53.10	56.03	59.11	62.35
0571	Deputy Dir of Econ Development	P0571	55.34	58.38	61.60	64.99	68.56
0027	Deputy Dir of Recr/Bch Devlpmt	P0027	57.03	60.16	63.47	66.96	70.64
0035	Deputy Director of Public Wrks	P0035	64.27	67.81	71.55	75.48	79.63
0486	Detention Administrator	P0486	40.23	42.44	44.78	47.24	49.83
0039	Econ Development Proj Mgr	P0039	44.43	46.87	49.45	52.17	55.04
0580	Energy Project Manager	P0580	44.43	46.87	49.45	52.17	55.04

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE**

Job No	Job Description	Pay Grade	A	B	C	D	E
0474	Facilities, Devel & Conc Mgr	P0474	46.48	49.03	51.73	54.57	57.57
0050	Facilities Maint Supervisor	P0050	40.03	42.23	44.55	47.00	49.59
0131	Fire Medical Coordinator	P0131	39.61	41.79	44.09	46.52	49.08
0130	Fire Protection Analyst	P0130	39.61	41.79	44.09	46.52	49.08
0590	Fleet Operations Supervisor	P0590	40.03	42.23	44.55	47.00	49.59
0581	General Services Manager	P0581	53.98	56.95	60.08	63.38	66.87
0498	GIS Manager	P0498	51.61	54.45	57.44	60.60	63.93
0043	Housing Manager	P0043	51.09	53.90	56.87	59.99	63.29
0006	Human Resources Manager	P0006	53.17	56.10	59.18	62.44	65.87
0489	Info Syst Communications Mgr	P0489	51.61	54.45	57.44	60.60	63.93
0200	Info Syst Computer Ops Manager	P0200	51.61	54.45	57.44	60.60	63.93
0038	Info Systems Manager	P0038	55.62	58.68	61.91	65.31	68.90
0075	Inspection Manager	P0075	49.57	52.30	55.17	58.21	61.42
0073	Inspection Supervisor	P0073	42.29	44.61	47.06	49.64	52.37
0251	Investigator	P0251	34.45	36.34	38.35	40.45	42.67
0158	Landscape Architect	P0158	39.61	41.79	44.09	46.52	49.08
0049	Landscape Maint Supervisor	P0049	40.03	42.23	44.55	47.00	49.59
0095	Law Office Manager	P0095	34.97	36.89	38.93	41.06	43.33
0572	Liability Claims Coordinator	P0572	36.21	38.20	40.31	42.53	44.86
0030	Maintenance Operations Mgr	P0030	53.98	56.95	60.08	63.38	66.87
0032	Marine Safety Division Chief	P0032	51.35	54.17	57.15	60.29	63.61
0048	Mechanical Maint Supervisor	P0048	40.03	42.23	44.55	47.00	49.59
0441	Neighbrhd Presrvtion Prog Mgr	P0441	49.08	51.78	54.63	57.64	60.82
0490	Network Systems Administrator	P0490	46.23	48.77	51.46	54.29	57.28
0443	Payroll Systems Analyst	P0443	42.29	44.61	47.06	49.64	52.37
0098	Permit & Plan Check Manager	P0098	56.17	59.26	62.52	65.95	69.59
0209	Permit & Plan Check Supervisor	P0209	39.82	42.01	44.32	46.76	49.33
0453	Personnel Analyst	P0453	34.80	36.71	38.73	40.86	43.11
0060	Personnel Analyst Principal	P0060	43.55	45.95	48.48	51.15	53.96
0464	Personnel Analyst Senior	P0464	39.61	41.79	44.09	46.52	49.08
0099	Plan Check Engineer	P0099	47.41	50.02	52.77	55.67	58.73
0444	Planning Manager	P0444	51.61	54.45	57.44	60.60	63.93
0594	Police Admin Services Manager	P0594	44.88	47.35	49.96	52.71	55.60
0022	Police Communications Manager	P0022	40.23	42.44	44.78	47.24	49.83
0094	Police Records Administrator	P0094	40.23	42.44	44.78	47.24	49.83
0028	Principal Accountant	P0028	41.03	43.29	45.67	48.18	50.83
0096	Principal Civil Engineer	P0096	53.71	56.67	59.78	63.07	66.53
0072	Principal Electrical Inspector	P0072	38.46	40.58	42.81	45.16	47.65
0076	Principal Inspector Plb/Mech	P0076	38.46	40.58	42.81	45.16	47.65
0482	Principal Librarian	P0482	38.26	40.37	42.59	44.93	47.40

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT A – SALARY SCHEDULE**

Job No	Job Description	Pay Grade	A	B	C	D	E
0074	Principal Planner	P0074	49.08	51.78	54.63	57.64	60.82
0579	Project Manager	P0579	44.43	46.87	49.45	52.17	55.04
0037	Project Manager Assistant	P0037	38.07	40.16	42.37	44.71	47.16
0496	Public Safety Systems Manager	P0496	52.38	55.27	58.31	61.51	64.90
0497	Public Safety Systems Supv	P0497	50.59	53.37	56.31	59.40	62.67
0083	Purchasing & Central Svcs Mgr	P0083	43.78	46.19	48.73	51.41	54.23
0093	Real Property Agent	P0093	44.43	46.87	49.45	52.17	55.04
0054	Risk Manager	P0054	51.09	53.90	56.87	59.99	63.29
0519	Safety/Loss Prevention Analyst	P0519	39.61	41.79	44.09	46.52	49.08
0069	Senior Civil Engineer	P0069	45.34	47.83	50.46	53.23	56.16
0484	Senior Deputy City Attorney	P0484	59.05	62.30	65.73	69.34	73.15
0499	Senior Info Systems Analyst	P0499	46.01	48.54	51.21	54.03	57.00
0077	Senior Librarian	P0077	32.94	34.76	36.67	38.68	40.80
0036	Senior Planner	P0036	44.43	46.87	49.45	52.17	55.04
0046	Senior Recreation Supervisor	P0046	37.51	39.57	41.75	44.04	46.46
0575	Senior Sprvsr Cultural Affairs	P0575	37.51	39.57	41.75	44.04	46.46
0578	Senior Sprvsr Human Services	P0578	37.51	39.57	41.75	44.04	46.46
0034	Senior Traffic Engineer	P0034	45.34	47.83	50.46	53.23	56.16
0457	Special Events Coordinator	P0457	31.65	33.40	35.23	37.17	39.22
0488	Street Maint Supervisor	P0488	40.03	42.23	44.55	47.00	49.59
0473	Supervisor, Dev & Petro-Chem	P0473	40.42	42.64	44.99	47.47	50.08
0133	Supervisor, Prkng & Cmping Fac	P0133	37.51	39.57	41.75	44.04	46.46
0033	Transportation Manager	P0033	55.89	58.96	62.21	65.63	69.24
0051	Tree Maintenance Supervisor	P0051	40.03	42.23	44.55	47.00	49.59
0483	Utilities Manager	P0483	55.06	58.09	61.29	64.66	68.22
0487	Wastewater Supervisor	P0487	40.03	42.23	44.55	47.00	49.59
0052	Water Distribution Supervisor	P0052	40.03	42.23	44.55	47.00	49.59
0053	Water Production Supervisor	P0053	40.03	42.23	44.55	47.00	49.59

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT B – RETIREE SUBSIDY MEDICAL PLAN**

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 (one hundred twenty-one dollars). 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.

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT B – RETIREE SUBSIDY MEDICAL PLAN**

- 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

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT B – RETIREE SUBSIDY MEDICAL PLAN**

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 Human Resources Department shall notify covered retirees of this opportunity each year.
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.

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT B – RETIREE SUBSIDY MEDICAL PLAN**

d. Any other commercially available benefit plan.

e. Medicare supplements

D. Medicare:

1. All persons are eligible for Medicare coverage at age sixty five (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 sixty five (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.
2. When a retiree and his/her spouse are both sixty five (65 or over, and neither is eligible for paid Part A of Medicare, the subsidy shall pay for Part A for each of them or the maximum subsidy, whichever is less.
3. When a retiree at age sixty five (65 is eligible for paid Part A of Medicare and his/her spouse is not eligible for paid Part A, the spouse shall not receive subsidy. When a retiree at age sixty five (65 is not eligible for paid Part A of Medicare and his/her spouse who is also age sixty five (65is 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 sixty five (65. If such retiree was covering dependents under the Plan, dependents will be eligible for state and or federal COBRA continuation benefits effective as of the retiree's sixty-fifth (65th) birthday.
 - b. Dependent coverage will be eliminated upon whichever of the following occasions comes first:
 - 1) After thirty six (36) months of COBRA continuation coverage,
or
 - 2) When the covered dependent reaches age sixty five (65) in the event such dependent reaches age sixty five (65) prior to the retiree reaching age sixty five (65).

MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT B – RETIREE SUBSIDY MEDICAL PLAN

- c. At age sixty five (65) retirees are eligible to make application for Medicare. Upon being considered "eligible to make application," whether or not application has been made for Medicare, the 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.

MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT C – VEHICLE USE ASSIGNMENT ADMINISTRATIVE REGULATION

VEHICLE USE ASSIGNMENT ADMINISTRATIVE REGULATION

See Administrative Regulations

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT D – PHYSICAL EXAMINATION DESCRIPTION**

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

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT E – 9/80 WORK SCHEDULE**

9/80 WORK SCHEDULE

This work schedule is known as the “9/80.” 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 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 Manager or designee.

A. Forty (40) Hour Work Week

The actual 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 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	-	-

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT E – 9/80 WORK SCHEDULE**

A/B Schedule Changes

Employees cannot change schedules without prior approval of their supervisor, Department Head, and the Director of Human Resources or designee.

D. 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 Manager, Department Head or designee may require such service from any of said employees.

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. Bereavement Leave – As stated in Memorandum of Understanding
5. Holidays - As stated in Memorandum of Understanding
6. Jury Duty – The provisions of the Personnel Rules shall continue to apply; however, if an 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.

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT F – 4/10 WORK SCHEDULE**

4/10 WORK SCHEDULE

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 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 Manager 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 Manager, Department Head or designee may require such service from any of said employees.

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.

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. Bereavement Leave – As stated in Memorandum of Understanding
5. Holidays - As stated in Memorandum of Understanding
6. Jury Duty – The provisions of the Personnel Rules shall continue to apply; however, if an 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.

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT G – VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM**

**Voluntary Catastrophic Leave Donation Program
Leave Request Form**

Requestor, Please Complete

According to the provisions of the Voluntary Catastrophic Leave Donation Program, I hereby request donated Vacation, General Leave or Exempt Compensatory Time.

MY SIGNATURE CERTIFIES THAT:

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

Name: <i>(Please Print or Type: Last, First, MI)</i>	
Work Phone:	Department:
Job Title:	Employee ID#:
Requester	Signature: Date:
Department Director Signature of Support:	Date:
Human Resources 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:
Human Resources Director Signature:	Date signed:

**MANAGEMENT EMPLOYEES' ORGANIZATION
EXHIBIT G – VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM**

**Voluntary Catastrophic Leave Donation Program
Leave Donation Form**

Donor, please complete

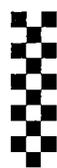
Donor Name: <i>(Please Print or Type: Last, First, MI)</i>	
Work Phone:	
Donor Job Title:	
Type of Accrued Leave: <input type="checkbox"/> Vacation <input type="checkbox"/> Compensatory Time <input type="checkbox"/> General Leave	Number of Hours I wish to Donate: _____ Hours of Vacation _____ Hours of Exempt Compensatory Time _____ Hours of General Leave

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

I wish to donate my accrued Vacation, Exempt Compensatory Time or General Leave hours to the Leave Donation Program for:

Eligible recipient employee's name (Last, First, MI):		
Donor	Signature:	Date:

Please submit to Payroll in the Finance Department.



The Loftin Firm LLP



5760 Fleet Street, Suite 110
Carlsbad, California 92008
Tel 760.431.2111
Fax 760.431.2003
www.loftinfirm.com

Client/Matter Number

Attorneys at Law

To: Joan Flynn, City Clerk

From: L. Sue Loftin, Esq.

Fax: 714-374-1557

Pages: 17

Phone:

Date: March 14, 2014

Re: Public Hearing March 16, 2014

cc:

Urgent For Review Please Comment Please Reply Please Recycle

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Please see attached document regarding:

Public Hearing: March 16, 2014
6:00 pm

Item No. 19 & 20: Zoning Map Amendment No. 13-002 (senior residential MHP overlay) and Zoning Ordinance

SUPPLEMENTAL COMMUNICATION

Meeting Date: 3/17/2014

Agenda Item No. 19 + 20



VIA U.S. MAIL AND ELECTRONIC MAIL

March 14, 2014

The Honorable Mayor Matthew Harper, and
City Councilpersons for
The City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

RE: Public Hearing: March 17, 2014

CONSENT CALENDAR

6:00 p.m.

Item No. 19: Oppose Adoption of Ordinance: 4021: Zoning Map Amendment No. 13-002 (Senior Residential MHP Overlay)

Item No. 20: Oppose Adoption of Ordinance: 4009: Including Huntington Harbour Village Mobilehome Park in Ordinance

Request to Remove Huntington Harbour Village Mobilehome Park, a Resident Owned Community (Site No. 3) from the Senior Residential MHP Overlay:

1. Do not pass Proposed Ordinance 4021 Amending District Map 23Z of the City of Huntington Beach Zoning and Subdivision Ordinance to Add the SR Senior Residential Overlay to Real Property ; and,
2. Amend Proposed Ordinance 4009 by removing Huntington Harbour Adopting Zoning Text Amendment No. 13002 and Amending The Huntington Beach zoning and Subdivision Code by Adding New Chapter 228 Entitle "SR Senior Residential Overlay District.

Dear Honorable Mayor Harper and Council Persons:

This correspondence is written on behalf of Huntington Harbour Village Mobilehome Park located at 16400 Saybrook Street (the "Community"). At this point, the correspondence, testimony and other documents submitted to the Planning Commission Hearing, January 29, 2014 and the City Council Hearing March 3, 2014.

What Facts Support the Distinction Between Huntington Harbour Village and the other Nine (9) Parks Affected by The Action Before Council in Items 18, 19, 20?

THE LOFTIN FIRM, P.C.
 Mayor and City Councilpersons
 City of Huntington Beach
 March 14, 2014
 Page 2 of 3

	HUNTINGTON HARBOUR	OTHER NINE (9) PARKS
1.	Condominium Mobilehome Park (<i>See, attached partial Condo Plan Certification & Certificate of Compliance, full copies in City Records</i>).	Rental Mobilehome Park
2.	Resident Support for Conversion of Park to Resident Ownership: 92.7% (<i>See, TIR and Support Statements in City Records</i>)	n/a
3.	Resident Owners Control Park (<i>See, attached portion of CC&Rs</i>)	Investor Owner Controls Park
4.	<u>Governing Law for Operations</u> : Davis Stirling Act; Subdivided Lands Act; Nonprofit Mutual Benefit Law	<u>Governing Law for Operations</u> : Mobilehome Residency Law
5.	State <u>Rent Control</u> Through the Tenant Impact Report, which was approved by the City at the time the Subdivision was approved. (<i>See, attached portion of TIR, full copy in City Records</i>) The proposed zoning actions are not required for <u>affordability</u> .	<u>No Rent Control</u>
6.	Only Renters permitted are residents that owned their mobilehome at the time of the conversion and decided to not purchase. Those renters are protected by Rent Control. These lots are owned by "Declarant". (<i>See, portion of CC&Rs & TIR, full copy of both in City Records</i>).	3 rd Party Investor Owner of Park, owns and rents all of the lots in the Park
7.	Declarant cannot change Rules, including age Rule; only the Resident Owners can change after 5 years, if the resident owners vote by a super majority to change. (<i>See, attachments to prior correspondence</i>)	3 rd Party Investor Owner can change the Rules, including the age Rule pursuant to the Mobilehome Residency Law without a vote of the residents.
8.	Residents Own Land & Mobilehome (<i>See, attachments to prior correspondence</i>)	Residents Own Mobilehome, only
9.	<u>Financing</u> : Manufactured Housing	<u>Financing</u> : personal property

THE LOFTIN FIRM, P.C.
Mayor and City Councilpersons
City of Huntington Beach
March 14, 2014
 Page 3 of 3

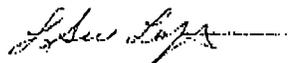
<p>Condominium Unit (real property): This requires FHA and Fannie Mae approval of the project as a whole, then individuals can apply for individual loans. The Fannie Mae web site (www.fanniemae.com/multifamily/manufactured housing) has a list of Manufactured Housing Lenders, with 2 exceptions these lenders ONLY provide loans to park owners for investment purposes. The Senior Housing lenders provided there ONLY provide loans to investor owner/operators of senior housing, care facilities, etc., not to individuals. FHA has additional specific requirements related to Condominium conversions. (www.fha.com/condominium) To provide the documents support the statements made would require volumes of material be provided. That is why we provide web sites which can provide very general information.</p>	<p>mobilehome.</p> <p>Depending upon the age of the mobilehome, financing for personal property mobilehomes is extremely scarce and expensive, if available. That is one reason residents elect to convert their mobilehome parks to condominium – move their asset from being classed as personal property, to real property.</p>
--	--

We did not attach full documentation because of the length of each document and the fact the documents should be available in the City records of the conversion to resident ownership.

The Community thanks you for considering their request to be removed from these actions and respectfully believes that Huntington Harbour Village is significantly different from the nine (9) rental parks that excluding it from the proposed action would not jeopardize the action related to the other nine (9) parks. The Community renew its request that it be removed from the list of mobilehome parks to be included in the Zoning Overlay and Ordinance 228.01.

Sincerely,

THE LOFTIN FIRM, P.C.



L. Sue Loftin, Esq.

Encl: Sections of TIR, Condominium Certificate, Condominium Plan, CC&Rs

cc: Fred Wilson, City Manager (*via facsimile*)
 Joan Flynn, City Clerk (*via facsimile*)
 Jennifer McGrath, City Attorney (*via facsimile*)
 Huntington Harbour Village Community Association, Inc., *via electronic mail*) and
 All Members and Residents (*via personal distribution*)
 Huntington Mobile Home Investments, LLC (*via electronic mail*)
 Kathy Mills, Esq. Krieger Law Firm (*via electronic mail*)

This Document was electronically recorded by
First American NHS Rancho Cucamonga

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

3648842
RECORDING REQUESTED BY AND:
AFTER RECORDING MAIL TO:

The Loftin Firm LLP
5760 Fleet Street, Suite 100
Carlsbad, CA 92008
Attn: Ariel R. Bedell, Esq.



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SPACE ABOVE RESERVED FOR FILING STAMP

CONDOMINIUM PLAN
UNDER CALIFORNIA CIVIL CODE
SECTION 1351

We, the undersigned, being the record owner(s) of and record holder(s) of the security interest in the real property described in the documents hereinafter mentioned, do hereby certify that:

We hereby consent to the recordation of the plan of condominium pursuant to Section 1350 et seq. and Chapter 1, Title 6, Part 4, Division Second, California Civil Code, consisting of:

- (1) The description or survey map of the surface of the land included within the project, as such description or survey map is set forth upon or constituted by that certain Certificate of Compliance No. 11-020 recorded on October 26, 2011 as Document Number 2011000537042 referencing Parcel I of map recorded in book 96, page 30 of parcel maps, Records of the county of Orange, state of California, on May 6, 1977 and as shown on the condominium plan for Huntington Harbour Village attached hereto and incorporated herein ("condominium plan"); and
- (2) This certificate.

All terms used in and shown on the attached Condominium Plan that are not otherwise defined herein are defined in the Declaration of Establishment of Covenants, Conditions and Restrictions of Huntington Harbour Village ("Declaration") being recorded concurrently herewith, as the Declaration may from time to time be further amended, modified or supplemented.

Dated: 1-10-12

RECORD OWNER(S):

Huntington Mobile Home Investments, LLC,
a California limited liability company

By: Therese L. Hotvedt
Therese L. Hotvedt, Agent for Manager

[signatures continued on following page]

Recording Requested By:
East American Title - NHS

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder

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RECORDING REQUESTED BY:
The Loftin Firm LLP
5760 Fleet Street, Suite 110
Carlsbad, CA 92008
Attn: L. Sue Loftin, Esq.

AFTER RECORDING MAIL TO:
The City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Attn: Ethan Edwards
A.P.N. 178-751-01

SPACE ABOVE RESERVED FOR RECORDER'S USE

368842-07

CERTIFICATE OF COMPLIANCE
NO. 11-020

Owner: Huntington Mobile Home Investments, LLC, a California limited liability company with an address of 1100 Newport Center Drive, Suite 150, Newport Beach, California 92660

Description: Real property located in the City of Huntington Beach, County of Orange, State of California, known as Parcel 1 of Parcel Map recording in Book 96 Page 30 of Parcel Maps in the office of the recorder of said Orange County on May 6, 1977, as is more particularly described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein.

Assessor Parcel Number: 178-751-01

Location: 16400 Saybrook Lane, Huntington Beach, California 94649 (east side of Saybrook Lane, south of Edinger Avenue and north of Heil Avenue)

Please be advised that the above referenced property has resulted from a map waiver for the purposes of a division in compliance Section 66428 of the State Subdivision Map Act and with the provisions of the City of Huntington Beach relating to the waiver of a Final or Parcel Map for the conversion of a mobilehome park from rental to resident owned. Therefore, the subject property is in compliance with Section 66499.35 of the State Subdivision Map Act and the Huntington Beach Zoning and Subdivision Ordinance (HBZSO).

This certificate relates only to issues of compliance or noncompliance with the State Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein shall be deemed to be in compliance with the State Subdivision Map Act or any local ordinance enacted pursuant thereto only for the purposes of sale, lease or financing. Development of the parcels may require issuance of a permit or permits, or other grant or grants of approval.

Please be advised that this document pertains to the status of the subject property as a legal

mobile home (or manufactured home) park only and all existing and proposed structures on the property remain subject to the requirements of the Huntington Beach Zoning and Subdivision Ordinance, Uniform Building Codes and other applicable Federal, State and City requirements.

This Certificate of Compliance is recorded with the County Recorder's office in order to record the legal status of the above-referenced property. If you have any questions regarding this mater, please contact the City of Huntington Beach.

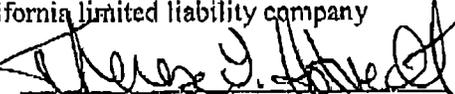
This Certificate of Compliance is being executed on behalf of the City of Huntington Beach by:



Ethan Edwards, AICP
Associate Planner

The undersigned hereby certifies that it is the record owner of the above-referenced property proposed for a Certificate of Compliance and hereby acknowledges, authorizes and consents to the recording of this Certificate of Compliance.

Huntington Mobile Home Investments, LLC,
a California limited liability company

By: 

Therese L. Hotvedt, Agent for Manager

TENANT IMPACT REPORT

HUNTINGTON HARBOUR VILLAGE MANUFACTURED HOME PARK

16400 Saybrook Lane
Huntington Beach, CA 92649

Submitted by:

The Loftin Firm LLP
5760 Fleet Street, Suite 110
Carlsbad, California 92008
Tel: (760) 431-2111
Fax: (760) 431-2003
www.loftinfirm.com

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- Exhibit "B" Rent Calculations for Low Income Households
- Exhibit "C" Sample Calculation of Rent Increase for Non-Low Income Households
- Exhibit "D" Sample Grant Deed
- Exhibit "E" Form of Petition

EXHIBIT "B"**Rent Calculations for Low Income Households**

The following is an *example* only of formula applicable to low income household rental increase calculations. This exhibit is provided for illustration of the formula in the Map Act Protection Plan, only. The numbers used are NOT intended to reflect actual numbers for your Park.

STEP #1. Calculation of 4 year average rent increase.

Rent increase 2006	Rent Increase 2007	Rent Increase 2008	Rent Increase 2009	Total Amount of Rent Increase	Divide Total Amount by 4 = Maximum Rent Increase
\$ 15.00	\$ 9.00	\$ 4.50	\$ 3.50	\$ 32.00	\$ 8.00

Under this Example, the *MAXIMUM RENT INCREASE* for as long as the Resident lives in the Park is:

Eight Dollars (\$ 8.00)

STEP #2. Determine the Consumer Price Index ("CPI") and the rent increase which would result from multiplying the CPI x the Base Rent.

If the CPI is 3% and when you multiply your base rent times 3% the result is \$ 5.00, then your rent increase would be \$ 5.00.

If the CPI is 8% and when you multiply your base rent times 8% the result is \$ 13.00, then your rent increase would be \$ 8.00.

Pass-throughs, hardship rent increases or other expense add-ons to base rent are not allowed under the Map Act Rent Protection Plan.

Exhibit "B"

**This Document was electronically recorded by
First American NHS Rancho Cucamonga**

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

3648842
RECORDING REQUESTED BY:

Recording Requested By
First American Title NHS

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Burnham USA Equities, Inc.
1100 Newport Center Drive, Suite 150
Newport Beach, California 92660
Attn: Therese Hotvedt



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APN: 178-751-01

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**DECLARATION OF ESTABLISHMENT
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

HUNTINGTON HARBOUR VILLAGE

**Huntington Harbour Village
Declaration**

13.8. **Conflict.** If there is any conflict between any provisions of this Article and any other provisions in the Governing Documents, including, but not limited to this Declaration or the Bylaws of the Association, the language contained in this Article, "Protection of Lenders", shall control.

ARTICLE XIV BREACH

14.1 **Right of Entry.** Violations of any of the provisions, conditions, restrictions, covenants, easements or reservations contained herein shall give to the Association the right to enter upon the Unit upon or as to which such violation exists and to abate, remove or repair such violating item(s) at the expense of the Owner. Such entry shall be made only after three (3) calendar days' notice to said Owner. The Declarant, Association or their respective representatives or successors shall not thereby be deemed guilty by any Owner of trespass by such entry, abatement or removal.

14.2 **Nuisance.** The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation herein contained is violated, in whole or in part, is hereby declared to be and constitutes a nuisance, either public or private. The Declarant, Association or their respective representatives or successors shall have the power to enforce the terms of this Declaration as permitted under applicable law in order to remedy such nuisance. Such remedy shall be deemed cumulative and not exclusive.

14.3 **Right of Lien Holder.** A breach of any of the provisions, conditions, restrictions, covenants, easements or reservations herein contained shall not affect or impair the lien or charge of any bona fide First Lender or First Mortgage, made in good faith and for value, on any of the Units. However, the Owner or a subsequent Owner of the Unit shall be bound by these provisions, conditions, restrictions, covenants, easements and reservations, whether such Owner's title was acquired by foreclosure, trustee's sale or otherwise.

14.4 **Enforcement.** In the event of a breach of any of the provisions, conditions, restrictions, easements, covenants or restrictions hereby established which is continued for thirty (30) calendar days, the Association or its agents or assigns, any Owner and his or her agent or assigns and rights of enforcement as specifically set forth on behalf of lien holder and the County, may enforce any and all of the terms and conditions of this Declaration. It is hereby declared that damages at law for such breach are inadequate. The restrictions provided for hereunder bind all Owners.

ARTICLE XV AMENDMENT

15.1 **Amendment by Members.** Subsequent to the close of the first escrow for the purchase of a Condominium, each and all of the covenants, conditions and restrictions contained herein may be modified, amended, augmented or deleted by (i) an affirmative vote (in person or by written ballot) of the Members representing sixty seven percent (67%) of the voting power of the

Association and sixty seven percent (67%) of the votes of Members other than Declarant, or (ii) prior to the conversion of Class B Memberships converting to Class A Memberships, an affirmative vote (in person or by written ballot) of sixty seven percent (67%) of each class of Memberships, and such prior approval of the holders of Eligible Mortgage Holders as may be required by Section 13.4 which may then be of record as valid encumbrances against said Community or any part or portion thereof, subject only to the qualification that the percentage of voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under such clause or provision; and further, only after approval by the DRE pursuant to *California Business and Professions Code Section 11018.7*, if the Community remains subject to a valid and active Final Public Report (as may be amended or extended). Said amended Declaration or amendment of Declaration shall not be effective for any purpose unless and until recorded in the office of the County Recorder, but shall thereafter be conclusive and presumed to be valid as to anyone relying thereon in good faith. The written approval endorsed on any such amendment and acknowledged by a notary, shall be sufficient compliance with the provisions of this Section. Notwithstanding anything to the contrary contained in this Declaration, any amendment to the Condominium Plan shall satisfy the requirements of *California Civil Code Section 1351(e)*.

15.2 Amendment by Declarant. Prior to the close of the first escrow for the purchase of a Condominium, Declarant shall have the absolute right to amend or terminate this Declaration by executing and recording the desired amendment or termination thereto after receiving prior written approval of the DRE and any other state administrative agency then having regulatory jurisdiction over said Community, and the recording of said amendment or termination shall be presumed to be valid as to anyone relying thereon in good faith. Notwithstanding any other provision of this Article XV, Declarant, for so long as Declarant owns any portion of the Community, may unilaterally amend this Declaration or by recording a written instrument signed by the Declarant to: (i) conform this Declaration to the rules, regulations or requirements of VA, FHA, DRE, Fannie Mae, or Freddie Mac; (ii) amend, replace or substitute any Exhibit for any purpose to the extent that the Exhibit affects portions of the Community that have not yet been conveyed to the Association or individual Owners, as applicable; (iii) amend, replace or substitute any Exhibit to correct typographical or engineering errors; (iv) include any Exhibit that was inadvertently omitted from the Declaration at the time of recording; (v) comply with any County, State or federal laws or regulations; and (vi) correct any typographical errors.

15.3 Prior Approval of Eligible Mortgage Holders. Upon the sale of the first Unit to an individual Owner, the approval of First Mortgage Holders on fifty-one (51%) of the Units subject to a First Mortgage shall be required (i) to amend any portion that is of a material adverse nature to First Mortgage Holders; (ii) to materially amend any provisions of this Declaration or the Bylaws or to add any material provisions thereto which establish, provide for, govern or regulate any of the following: (1) voting of the Membership; (2) Assessments, assessment liens or subordination of such liens; (3) reserves for maintenance, repair and replacement of the common elements; (4) insurance or fidelity bonds (if any); (5) rights to use the Common Areas (provided, however, this does not limit the Association's ability to impose reasonable Rules and Regulations relating to the

Area, excluding the Exclusive Use Areas appurtenant to other Units. The Common Area appurtenant to each Unit is declared to be permanent in character and cannot be altered without consent of all Owners affected, as expressed in an amended declaration. Each Owner may use the Common Areas, except the Exclusive Use Areas appurtenant to other Units, in accordance with the purpose for which they are intended without hindering the exercise of or encroaching upon the rights of any other Owner.

2.5. Owner's Rights of Enjoyment of Common Area. Every Owner shall have a right and easement in and to the Common Area, except the Exclusive Use Areas appurtenant to other Units, which shall be subject to the following provisions:

(A) The right of the Association to suspend the voting rights and the right to use the recreational facilities, by an Owner for any period during which any Assessment against his Condominium remains unpaid; and for a period not to exceed thirty (30) calendar days for any non-continuing infraction of the Governing Documents or if the infraction of the Governing Documents continues, then for the duration of such infraction; provided, however, the Owner is given notice and a hearing by the Board of Directors of the Association which satisfies *California Corporations Code Section 7341*.

(B) The right of the Association to impose a monetary penalty upon an Owner to reimburse the Association for costs incurred by the Association to repair any damage to Common Areas or facilities as a result of or condition caused by violation of any of the limitations, restrictions, conditions and covenants by such Owner. This right shall be in addition to charges imposed against an Owner because of delinquent Assessments and/or charges to reimburse the Association for loss of interest and for costs reasonably incurred (including attorneys' fees) in its effort to collect delinquent Assessments.

ARTICLE III **MEMBERSHIP IN THE ASSOCIATION**

3.1. Qualification. The Owners of the Units shall constitute an owners Association. Each Owner of a Unit, including Declarant, shall be a member of the Association. The Association membership shall be appurtenant to Unit ownership, and each Owner of a Unit shall automatically be a member of the Association. Ownership of a Unit within the Community shall be the sole qualification for membership in the Association. Each Owner shall remain a Member of the Association until its ownership interest in the Unit in the Community ceases, at which time its membership in the Association shall automatically cease. Persons or entities that hold an interest in a Unit merely as security for performance of an obligation are not to be regarded as Members.

(A) **Age Restriction.** The Community is "age-restricted" per the guidelines of the Housing for Older Persons Act of 1995, as amended by Public Law 104-76. Regardless of whether the Condominium is Owner-occupied or Tenant-occupied, the persons residing in the Condominium must meet the age requirements set forth herein, in the above-referenced act and the

Policies Older Persons Housing Designation. Accordingly, at least one (1) person must be a Qualifying Resident, meaning they must be fifty-five (55) years of age or older. All other occupants must be either a Qualified Permanent Resident or otherwise be approved by the Board of Directors in accordance with the Policies for Older Persons Housing Designation, which shall further define and outline the age restriction requirements.

(B) **Exceptions to the Age Restriction.** Exceptions to the age restriction policy are set forth in the Policies for Older Persons Housing Designation, as may be amended by the Board from time to time.

(C) **Prior Approval of Prospective Purchasers and Occupants.** The Board, either directly or through a management company, if any, shall have the right, but not the obligation, to require that any and all potential Residents obtain approval prior to a prospective purchaser's purchase or prospective occupant's residing of a Home that will remain in the Community. Approval cannot be withheld if the prospective purchaser or occupant has the financial ability to pay the Assessments provided for herein and satisfies the age requirements provided for herein, unless the Board reasonably determines that the persons who will reside in the Home do not satisfy the age restrictions set forth herein, or that based on the prospective purchaser's prior residencies, he or she will not comply with the Governing Documents of the Community.

3.2. **Control of Common Area.** The Common Area, excluding the Exclusive Use Areas, shall be managed and controlled by the Owners in common through their membership in the Association. The Association shall have the responsibility to manage and maintain, or cause to be maintained, all of the Common Area, excluding the Exclusive Use Areas, in a state of high quality so as to keep the whole Community in a first-class condition and in a good state of repair.

3.3. **Administration of the Community.** The Owners, together with all parties bound by this Declaration, covenant and agree that the administration of the Community shall be in accordance with the provisions of the Governing Documents, and amendments, changes and modifications thereto, as may come into effect from time to time. In the event of any inconsistency between the provisions of this Declaration and the provisions of the Bylaws or said Rules and Regulations, the provisions of this Declaration shall prevail. To the extent to which the provisions of the Bylaws and Rules and Regulations are consistent with this Declaration, each and every provision in the Bylaws and the Rules and Regulations are incorporated herein by this reference and made a part hereof as though set forth verbatim.

3.4. **Suspension of Privileges.** The Board shall have the right to suspend any Owner's membership in the Association, provided that such suspension is done in good faith and in a fair and reasonable manner and is consistent with *California Corporations Code Section 7341* and *California Civil Code Section 1363*. The Board shall follow the process for suspension of an Owner's membership in the Association or any other remedy sought against an Owner as is outlined in the Policies and Procedures and *California Civil Code Section 1363*.

3.5. Indemnification for Performance of Duties. Every Director, Officer and Member of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including attorneys' fees) actually, reasonably and necessarily incurred by or imposed upon such Persons in connection with any claim, action, suit, proceeding, investigation or inquiry of whatever nature in which such Director, Officer or Member may be involved as a party or otherwise arising directly from having been a Director, Officer or Member of the Association, whether or not such Persons continue in such capacity at the time of the incurring or imposition of such costs, expenses or liabilities. Such indemnification shall not apply to matters as to which he or she shall be finally adjudged in such action, suit, proceedings, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his or her duties, or in the absence of such final adjudication, to which a determination has been made of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to, and not in limitation of, all rights to which such person may be entitled as a matter of law and shall inure to the benefit of the legal representative of such Person.

3.6. Transfer of Membership. The Association membership of each Owner shall be appurtenant to the Condominium giving rise to such membership and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way, except upon the transfer of title to said Condominium and then only to the transferee of title to said Condominium. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Condominium shall operate automatically to transfer appurtenant membership in the Association to the new Owner of the Condominium.

3.7. Commencement of Voting Rights. An Owner's right to vote, excluding Declarant, shall commence upon the close of escrow transferring title of the Unit to Owner(s). Declarant's voting rights shall commence upon the close of escrow transferring title to the first unit to an Owner other than Declarant. All voting rights shall be subject to the restrictions and limitations provided for herein and in the other Governing Documents; provided, however, that no restriction or limitation set forth in any of the Governing Documents shall preclude the Declarant from casting votes attributable to Units owned by Declarant.

3.8. Number of Votes. The Association shall have two (2) classes of voting membership as described below. The voting rights described in Sections 3.8(A) and 3.8(B) below shall constitute the voting power of the Association:

(A) **Class A Members.** Class A Members shall be all Owners, with the exception of Declarant (until the conversion of Declarant's Class B membership to a Class A membership as provided in Section 3.8(B) below), and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

(B) **Class B Members.** Class B Member(s) shall be Declarant, who shall be entitled to one (1) vote for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earliest of the following to occur:

(a) Seventy-five percent (75%) of the Units have been sold by Declarant to an Owner, other than Declarant; or

(b) The second anniversary of the first conveyance of a Unit interest in the Community.

As long as Class B membership exists, no action by the Association that must have the prior approval of the Association Members shall be deemed approved by the Members unless approved by the appropriate percentage of Class A and Class B Members. Upon conversion to a single Class A voting membership, any action by the Association that must have the prior approval of the Members will require approval by at least a majority of the Members of the Association, including at least a majority of Members other than Declarant.

ARTICLE IV **BOARD OF DIRECTORS**

4.1. **Generally.** The Board of Directors shall consist of five (5) members; the majority of which shall be appointed by the Declarant until such time as Class B Members convert to Class A Members, and the remaining members of the Board of Directors shall be Residents of the Community and be elected by the Members. Upon the conversion of Class B Members to Class A Members and for as long as Declarant owns ten percent (10%) of the Units or more, Declarant shall have the right to appoint one (1) person to the Board of Directors.

The Board Members shall serve two (2) year terms; however, those members of the Board appointed by the Declarant at the Organizational Meeting (as defined in Section 4.2 of the Bylaws) shall serve an initial term of two (2) years and the initial members elected by the Class A Members shall serve an initial term of one (1) year. At each annual meeting thereafter, the positions held by the Board Members whose terms have expired shall be filled by a vote of the Members or appointed by the Declarant as applicable. Other than Board Members appointed by the Declarant, each Board Member may only serve two (2) consecutive two (2) year terms. The Bylaws shall set forth the provisions relating to the election, removal and replacement of the Board of Directors.

To assure resident Owners' representation on the Board, not less than twenty percent (20%) of the members of the Board shall be elected solely by the votes of the Owners, other than Declarant, at all elections for so long as a majority of the voting power of the Association resides in Declarant.

4.2 **Meetings.** The Board of Directors shall meet at least monthly, in accordance with the Bylaws; provided, however, that the Board of Directors may elect, by resolution, to hold Regular meetings on a more frequent basis. The Board of Directors shall also meet at the call of the



City of Huntington Beach

2000 Main Street • Huntington Beach, CA 92648

OFFICE OF THE CITY CLERK
JOAN L. FLYNN
CITY CLERK

To: Honorable Mayor and City Council Members
FROM: Joan L. Flynn, City Clerk *JLF*
Date: March 17, 2014
Subject: Supplemental Communication for Item #21 – Golden Bear Plaque

City Historian, Jerry Person, submitted information which indicates the correct address for The Golden Bear Theater was at 306 PCH. It was preceded by a Golden Bear Café at the address indicated in the staff report, 226 Pacific Coast Highway.

Attachments: Golden Bear Face Book Page listing 306 PCH
History of Golden Bear Internet Page listing 306 PCH

SUPPLEMENTAL COMMUNICATION

Meeting Date: 3/17/2014

Agenda Item No. 21

Jerry's Brokendown Palaces

It's a far gone lullaby sung many years ago

Friday, December 16, 2011

Golden Bear, 306 Ocean Avenue, Huntington Beach, CA



GOLDEN BEAR 1926 to 1986

Originally built in 1929, the Golden Bear on Pacific Coast Highway began as an elegant Greek restaurant patronized by many Hollywood stars in the 1930's.

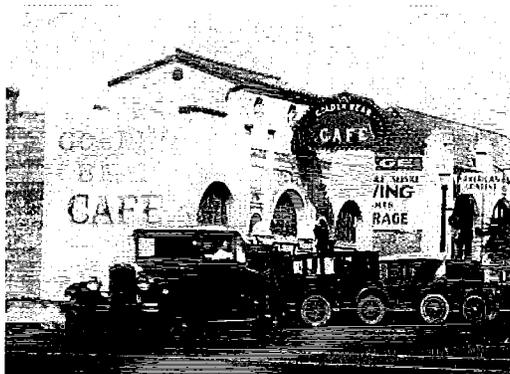
There were two Golden Bears people remember in Huntington Beach. The first began at 226 Main St. as a cafe in 1922 run by chef Harry Bakre.

He called his little cafe the Golden Lion, after one in San Diego that he had worked as a chef. But because there was another cafe by that name in Orange County, he changed the name to the Golden Bear.

Around 1925 Bakre and his wife Elsie moved the restaurant to a small building at 310 Pacific Coast Highway.

Bakre enlarged the building to include 306 PCH in 1929 to the size most remember. Harry and Elsie contemplated adding a second story for a hotel and they planned to call it the Golden Bear Hotel. But it never materialized, although the cafe served to house the homeless just after the earthquake of 1933.

The second Golden Bear began life as a nightclub in 1974 by Charles and Rick Babiracki.



1930 Golden Bear

The Golden Bear was on Pacific Coast Highway across the street from the pier and about a half a block south.

Labels

- A-A (1)
- A-Venues (30)
- B-Venues (31)
- C-Venues (60)
- D-Venues (13)
- E-Venues (9)
- F-Venue (3)
- F-Venues (25)
- G-Venues (22)
- H-Venues (16)
- I-Venues (3)
- J-Venues (7)
- K-Venues (11)
- L-Venues (17)
- M-Venues (33)
- N-Venues (11)
- O-Venues (16)
- P-Venues (41)
- R-Venues (24)
- S-Venues (34)
- T-Venues (8)
- Treats from the Past (1)
- U-Venues (7)
- V-Venues (9)
- W-Venues (13)
- z. Forgotten Rockers (1)
- z. Like I told ya (1)
- z. Midnight Getaways (34)
- z. Mysteries Dark and Vast (1)
- z. Treats from the Past (2)

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- ▶ 2014 (1)
- ▶ 2013 (30)
- ▶ 2012 (281)
- ▼ 2011 (116)
 - ▼ December (14)
 - Analy High School, 6950 Analy Avenue, Sebastapol, ...
 - West Gym, Harpur College (S.U.N.Y.), 1092 Bunn Hill...
 - Calvin Coolidge Cage (lower level of Alumni Gym), ...
 - Auditorium Theater, 50 E. Congress Parkway, Chicag...
 - Great Woods, 885 South Main Street, Mansfield, MA
 - Freeborn Hall, UC Davis, 104 Freeborn Hall, One Sh...



1935 Chamber of Commerce luncheon in front of the Golden Bear.

Owners through the years:

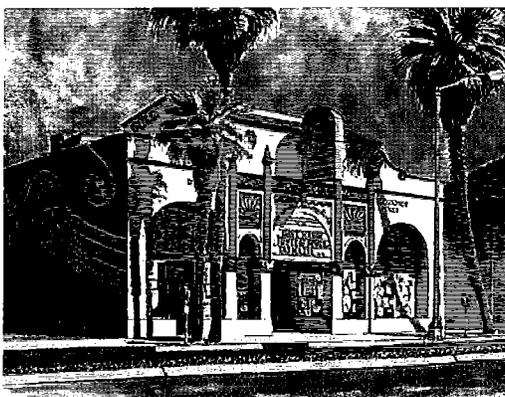
- Harry Bakre-1922
- Del Kauffman (owner 1963 to 1966)
- George Nikas (owner 1966 to 1974),
- Chuck and Carole Babiracki (owners with Rick 1974 to 1986).

The arch can be seen, as well as the train depot to the far left and an oil derrick peeking in at the upper right. Today, the Golden Bear is gone, as is the arch, train depot and the oil derrick. Where the entrance would have been — a hot dog place is today.

In the basement of the Golden Bear there were wooden crates of hand painted tiles from Greece - like the colorful tiles by the outside door. The tiles showed types of foods served in the Golden Bear's early years. I always liked the cow's head tile and the baskets of fruit. The tiles were thoughtlessly destroyed in 1986 - even after the Orange County Historical Commission asked to preserve them.

The Golden Bear didn't have the best acoustics or sight lines, but it had a vibe that only places like the Whisky a Go Go or the Troubador have. The only difference was that, when you left after a show with your ears still ringing, you got a face full of ocean breeze.

The Rolling Stones once secretly crept in to hear Gram Parsons play in 1969.



Artwork by Paul Gavin, 1986

An old multi-story Spanish red brick building with a white stuccoed front, it had very Spanish appearing facades on the upper floors. The ticket window was extremely small, barely big enough to get your head through. There was a large marquee that advertised who was appearing currently and for the next two weeks.

Inside it was wooden floored with about 30-50 tables scattered around a fairly small stage (the stage side tables were the most choice and you had to get there early to get one). For the biggies, there were usually two shows and the place was cleared after the first show unless you had purchased tickets for the second.

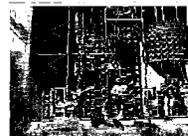
The menu was not very extensive. The upstairs was mostly closed in private rooms with a couple of viewing balconies.

The owner, George Nikos. (Greek George) was in his mid or late thirties (maybe early forties) and was a very nifty guy to get along with. He did an awful lot for younger artists in the area. (Les Blank)

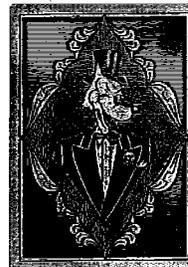
- Great Southeast Music Hall, Broadview Plaza and th...
- Golden Bear, 306 Ocean Avenue, Huntington Beach, C...
- California Theater, 1122 Fourth and C St., San Die...
- Gold Coast Concert Bowl, Squaw Valley, CA
- Gift Center, 888 Brannan, San Francisco, CA
- Gaelic Park, 240th Street at Broadway, Bronx, NY
- Frost Amphitheater, Lasuen Street, Palo Alto, CA
- French's Camp, Highway 101, Piercy, CA

- ▶ November (16)
- ▶ October (9)
- ▶ September (77)

click a speaker, any speaker!



click Wolf's tophat!



Are you experienced?...go ahead then, click the orange cupcake!

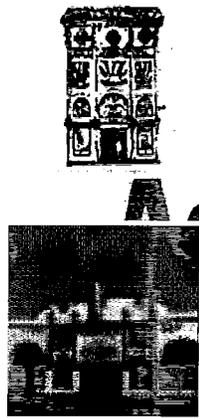


click on Jerry's other middle finger



The Golden Bear Huntington Beach

Home 20+ Find Friends Jobs



THE GOLDEN BEAR
306 OCEAN AVENUE HWY 101,
HUNTINGTON BEACH

Admit one

SHOWTIMES AND ADMISSION
PRICES SUBJECT TO CHANGE

The Golden Bear Huntington Beach

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Highlights

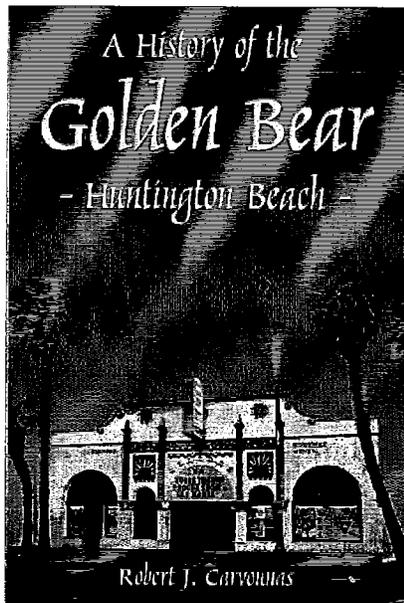
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Post something on this Page...

The Golden Bear Huntington Beach
November 1, 2013

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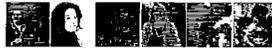


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62 1 12

The Golden Bear Huntington Beach shared Golden Bear Huntington Beach's photo.
June 29, 2013

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Invite

- William Lapcevic
- Chris Kelemen Leonhard
- Jen Taborski D'Alessandro

Recent Posts by Others

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- David E Wentworth
If anyone out there knows former Golden Bear owner Carol...
February 12 at 8:41am
- Daniel Leonard
Swapped whiskey and weed with Big Joe Turner backstage...
February 10 at 11:29am
- Chris Epting
Anyone remember a place next door called Syndicate 3000?
December 7, 2013 at 8:57pm
- Steve Ferguson
Good times at the Golden Bear in the mid-'60s ... Saw Ian...
November 14, 2013 at 8:49pm
- Terre Hardman
I just purchased tickets to see Taj Mahal next week up her...
October 9, 2013 at 4:04am

More Posts

The Golden Bear Huntington Beach
October 5, 2013

The owner of this original Golden Bear exterior sign is planning to sell it and is now taking offers. Anybody want to own a BIG piece

Jayne Mackin Bradley likes 70's & 80's kids, That's how we rolled.'s photo.

Clover Hodgson commented on Julia Jules Baker's post In Stephen...

Donna L. Larson likes Podere Marcampo's photo.

Donna L. Larson likes Ryan Henry Ward - henry's photo.

Carol Bollinger earned a key stone reward on Bejeveled Blitz.

Sandy Smith Osborne likes Rich Osborne's photo.

Chris Cathley likes I Never Surrender..MOAGN AABE's link.

Jason Reyes likes Michelle Degley Alger's photo.

Jason Reyes likes Ant Chu's status.

Show Older

- Chris MacDonald
- Chris Kelemen Leonhard Web
- Celeste Alfano Mont... Mobile
- Stephen Baker 2m
- Clover Hodgson Web
- Carol Bollinger
- Kalle Beckman 16m
- Ian Nathaniel 1h

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Special Offer savings at...
Mike Rees 2h
Get a \$100 Reward Card
Julia Jules Baker's photo
\$29/mo for 6 mos, DVR included - see details
Stephen G. Baker 13h

Wholesale...
Victory Silver America
Eagle \$24.48
Danielle Flynn
Lavaughn Schultz Molnar

Rock 'n' Roll San Diego team training.org
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<http://www.facebook.com/goldenbearhb>
 fbid=690204777663161&set=a.101937193156592.4587.100000209343257&type=1&theater

Eighty-four years ago on Saturday June 29, 1929, the Golden Bear Café opened for business for the very first time at 306 Ocean Avenue (later renamed Pacific Coast Highway).

Read the entire story in the book, "A History of the Golden Bear, Huntington Beach" Go to GoldenBearBook.com ...160 pages, \$19 shipping included! Thanks!

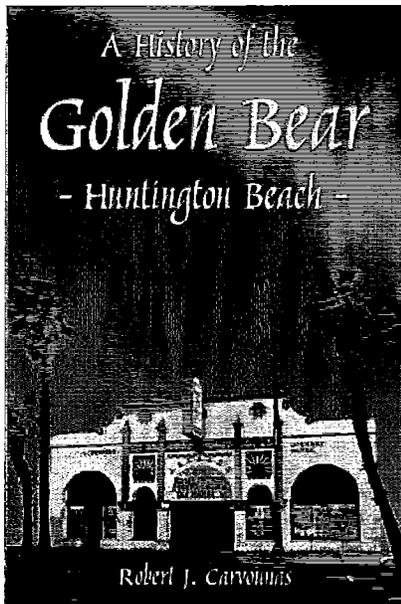


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The Golden Bear Huntington Beach
 December 8, 2012

If you're looking for a unique gift idea, consider the book "A History of the Golden Bear, Huntington Beach" ...\$19 shipping included. Available at:

<http://goldenbearbook.com/>



Like · Comment · Share 79 21 21

of history... like almost 9 feet big!?!?

And if you don't know already: You can purchase the book, "A History of the Golden Bear, Huntington Beach" by going to GoldenBearBook.com ...\$19, shipping included, by paypal or check/money order. Or you can find it on ebay.



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The Golden Bear Huntington Beach
 April 19, 2013

VERY COOL!! This is a pair of tickets from "The Show That Never Was"!! Robin Trower was booked for two nights- January 29/30, 1986. He played on the 29th, but the owners were forced to close the Golden Bear the very next day. The Robin Trower show for January 30, 1986 was cancelled...



Like · Comment · Share 81 24 11

The Golden Bear Huntington Beach
 November 19, 2012

NICE JACKET!! One of the cool items on display now at the Golden Bear exhibit at the HB Surf Museum...



Home 20+ Find Friends Jobs

Jayne Mackin Bradley likes 70's & 80's kids, That's how we rolled.'s photo.

Clover Hodgson commented on **Julia Jules Baker's** post in **Stephen...**

Donna L. Larson likes **Podere Marcampo's** photo.

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Show Older

- Chris MacDonald**
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- Celeste Alfano Mont...** Mobile
- Stephen Baker** 2m
- Clover Hodgson** Web
- Carol Bollinger**
- Kalley Beckman** 16m
- Ian Nathaniel** 1h

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 Danielle Flynn
 Lavaughn Schultz Molnar

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 lifelock.com
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Esparza, Patty

From: Dombo, Johanna
Sent: Monday, March 17, 2014 9:09 AM
To: Esparza, Patty
Subject: FW: Support for 2nd Community Garden

Good morning, Patty and Happy Monday!
Did you have a great weekend?

From: steve engel [mailto:steve.w.engel@outlook.com]
Sent: Sunday, March 16, 2014 2:06 PM
To: CITY COUNCIL
Subject: Support for 2nd Community Garden

Dear Mayor Harper, Mayor Pro Tem Shaw and Councilmembers,
This note is in support of the 2nd Community Garden located in the Irby Park vacant lot. The inclusion of a Community Garden and the development of a Passive Park area in the vacant lot would be a wonderful addition to the Irby Park neighborhood and community at large. This improvement is a long time in coming. Thank you very much for bringing this idea forward and for your consideration.
Steve Engel and Family

Sent from Windows Mail

SUPPLEMENTAL COMMUNICATION

Meeting Date: 3/17/2014

Agenda Item No. 23

Esparza, Patty

From: Dombo, Johanna
Sent: Monday, March 17, 2014 10:49 AM
To: Esparza, Patty
Subject: FW: Against Irby park communities garden

#2...

-----Original Message-----

From: Sean McCarthy [mailto:cndrsean@sbcglobal.net]
Sent: Monday, March 17, 2014 10:47 AM
To: Shaw, Joe
Cc: Dombo, Johanna
Subject: Against Irby park communities garden

Dear Sir,

Have you actually gone door to door in the Irby Park area. None of us want a communities garden in the undeveloped section. Leave it alone, we don't want the rift raft, the over flow from the homeless community coming into our nice clean park. There is no parking, there are no bathrooms. You gonna bring a port-a-pottie in so we can smell in down wind? This is a horrible idea, it's not that we don't want others to enjoy the park, we enjoy the sounds of families playing there. Go use the land that the future the so-called senior center is gonna be built on, lots of parking, and restrooms over. Don't you think that if we who live in the area wanted a Comuntee Garden, we'd have already planted one? Don't do it, please, it's not welcome.

Concerned
Sean L. McCarthy

**SUPPLEMENTAL
COMMUNICATION**

Meeting Date: 3/17/2014

Agenda Item No. 23