

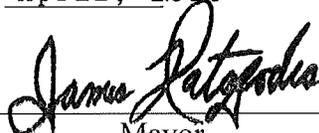
**RESOLUTION NO. 2016-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH APPROVING AND IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE HUNTINGTON BEACH MUNICIPAL EMPLOYEES' ASSOCIATION (MEA) AND THE CITY FOR OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2017**

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

The Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Municipal Employees' Association (MEA), a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof, is hereby approved and ordered implemented in accordance with the terms and conditions thereof; and the City Manager is authorized to execute this Agreement. Such Memorandum of Understanding shall be effective for the term of October 1, 2015 through September 30, 2017.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 4th day of April, 2016

  
\_\_\_\_\_  
Mayor

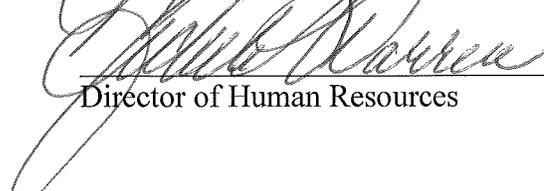
REVIEWED AND APPROVED:

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

APPROVED AS TO FORM:

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

INITIATED AND APPROVED:

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

Memorandum of Understanding

between

Huntington Beach  
Municipal Employees' Association

and

City of Huntington Beach

October 1, 2015 – September 30, 2017

**MUNICIPAL EMPLOYEES' ASSOCIATION  
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**Memorandum of Understanding  
between  
The City of Huntington Beach  
(hereinafter called City)  
and  
The Huntington Beach Municipal Employees' Association  
(hereinafter called Association or MEA)**

**PREAMBLE**

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 October 1, 2015 through September 30, 2017; and

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

NOW THEREFORE, this Memorandum of Understanding (MOU) is made to become effective October 1, 2015 and it is agreed as follows:

**ARTICLE I – TERM OF MOU**

- A. This Memorandum of Understanding shall be in effect for a term commencing on October 1, 2015 through September 30, 2017.
- B. This Agreement constitutes the entire Agreement of the parties with respect to improvements or changes in the salaries and monetary benefits for employees represented by the Association for the duration of this Agreement.

**ARTICLE II – REPRESENTATIONAL UNIT/CLASS**

It is recognized that the Association is the employee organization which has the right to meet and confer in good faith with the City on behalf of permanent employees of the City within those class titles set out in Exhibit A attached hereto and incorporated herein. The term "permanent employee" herein shall be referred to as "employee" and is used only to determine entitlement to certain benefits provided by this MOU and is defined as follows; an employee that has completed or is 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. Additionally, the representation unit shall include all non-safety, non-management classifications which are created after execution of this Agreement and are not included in another representation unit or determined in accordance with the Employer-Employee Relations Resolution to be more appropriately designated as Non-Associated (NA) classifications.

## **MUNICIPAL EMPLOYEES' ASSOCIATION**

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The City Manager reserves the right to designate up to seven (7) Association employees as confidential on an annual basis, or as needed. The confidential employee designations shall be determined by the City Manager for those employees having access to or preparing confidential materials and/or information and/or recommendations on behalf of the City in its dealings with employee associations.

The City shall provide the Association with the names of the employees who are designated as confidential.

### **ARTICLE III – MANAGEMENT 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**

Except as 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 Rules of the City of Huntington Beach.

### **ARTICLE V – SEVERABILITY**

If any Article, Sub-Article, sentence, clause, phrase or portion of this Agreement, or the application thereof to any person, is for any reason held to be invalid or unenforceable by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement or its application to other persons. The City and the Association hereby agree that in the event any state or federal legislative, executive or administrative provision purports to nullify or otherwise adversely affect the wages, hours and other terms and conditions of employment contained in this Agreement or similarly purports to restrict the ability of the parties to negotiate a successor agreement, the City and the Association shall, without prejudice to either party's judicial remedies, endeavor to agree to alternative contractual provisions which are not adversely affected by said legislative, executive or administrative provision.

# MUNICIPAL EMPLOYEES' ASSOCIATION

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## ARTICLE VI – SALARY SCHEDULE

### A. Classification and Salary Rates

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 that includes October 1, 2016, all bargaining unit members will receive a 2.0% wage increase.

## ARTICLE VII – SPECIAL PAY

### A. Education

#### 1. Tuition Reimbursement

Upon approval of the Department Head and the Human Resources Director, employees may be compensated for courses from accredited vocational and educational institutions. Tuition reimbursement shall be limited to job related courses or job related educational degree objectives and requires prior approval by the Department Head and Human Resources Director.

Education costs shall be reimbursed to employees on a first come, first served basis for a full refund for tuition, books, parking (if a required fee) and any other required fees upon presentation of receipts. On a first come, first served basis, the maximum annual benefit per fiscal year for each employee is \$5,250 (five thousand two hundred-fifty dollars), until the maximum allocation for the entire bargaining unit of seventy five thousand dollars (\$75,000) in each fiscal year period has been allocated. Reimbursements shall be made when the employee presents proof to the Human Resources Director that he/she has successfully completed the course with a grade of "C" or better; or a "Pass" if taken for credit.

### B. Assignment Pay

#### 1. Leadworker Differential

Any employee classified as "Leadworker" shall receive no less than 8% above the highest classification, which is assigned to the Leadworker to lead.

#### 2. Shift Differential

##### a. Afternoon Shift

Employees required to work on a regular assigned shift that occurs between the hours of 4:00 PM and midnight, shall be paid a special pay equal to five percent (5%) of the employee's base hourly rate of pay (as defined in Article IX) for all work performed during said shift.

## MUNICIPAL EMPLOYEES' ASSOCIATION

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- b. Night Shift  
Employees required to work on a regularly assigned shift that occurs between midnight and 8:00 AM shall be paid a special pay equal to ten percent (10%) of the employee's base hourly rate (as defined in Article IX).
  
- c. Shifts Defined  
Employees will be considered as assigned to the afternoon shift (4:00 PM to midnight) or the night shift (midnight to 8:00 AM) when five (5) or more hours of their regularly assigned shifts occur in the afternoon or night shift as defined herein.

### C. Special Certification/Skill Pay

- 1. Bilingual Skill  
Employees who are required by their Department Head to use Spanish, Vietnamese, or American Sign Language skills as part of their job assignment, shall be paid an additional five-percent (5%) of their base hourly rate (as defined in Article IX) in addition to their regular bi-weekly pay. The special pay shall be effective the first full pay period following certification as verified to the Department Head in writing by the Human Resources Director or designee. 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%) of their base hourly rate of pay (as defined in Article IX) for every bi-weekly pay period that the assignment is in effect. In order to be eligible for said compensation, employee's language proficiency will be tested and certified by the Human Resources Director or designee.

The parties agree that to the extent permitted by law, Bilingual Skill Pay is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(4) Bilingual Premium.

### 2. Building Plan Checker

- a. Plans Examiner International Conference of Building Officials (ICBO) Certification

Effective December 1, 2007, the ICBO certification pay ended. All employees receiving ICBO certification pay prior to this date shall continue to receive this pay while they remain in their present classification. Any change in classification will result in the ICBO pay ending for that employee.

- b. Engineering In Training (EIT) /Associate of Arts (AA) Degree in Engineering  
Effective December 1, 2007, the EIT/AA pay ended. All employees receiving EIT/AA pay prior to this date shall continue to receive this pay while they remain in their present classification. Any change in classification will result in the EIT/AA pay ending for that employee.

## MUNICIPAL EMPLOYEES' ASSOCIATION

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### 3. Process Owner Assignment Pay

Effective December 1, 2007, Process Owner Assignment Pay ended. All employees receiving Process Owner Assignment Pay prior to December 1, 2007 shall continue to receive this pay while they remain assigned to their position.

### 4. Hazardous Materials Duty Assignment Pay

Effective December 1, 2007, employees assigned HazMat Duty by their department head or his or her designee shall receive five percent (5%) of their base salary for the specific hours performing the HazMat Duty assignment.

The parties agree that to the extent permitted by law, Hazardous Materials Duty Assignment Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) Hazard Premium.

## ARTICLE VIII – UNIFORMS, CLOTHING, TOOLS AND EQUIPMENT

### A. Uniforms and Safety Shoes

The City's Uniform and Safety Shoe Policy shall be set forth in Exhibit B, a copy of which is attached hereto and incorporated herein by this reference, provided however, that employees represented by MEA working in the Police Department shall be issued property in accordance with the equipment issue form for the particular position to which they are assigned.

#### 1. Safety Shoes – Cost

The City shall furnish safety shoes in accordance with the procedures and guidelines as set forth in Exhibit B, provided however, that the maximum amount to be reimbursed for a pair of safety shoes will not exceed two hundred and twenty-five dollars (\$225.00) per pair every six (6) months or sooner, if necessary.

#### 2. Safety Glasses

Prescription safety glasses shall be provided upon the approval of the Supervisor. The cost of prescription safety glasses shall not exceed two hundred ninety-nine dollars (\$299.00) in each two (2) year period, or sooner if medically prescribed.

### B. Tool Allowance

Those employees, who are required to furnish their own personal tools for use on the job, shall be provided with a tool allowance to offset a portion of the cost for said tools that are lost, stolen or broken when in use on the job. Such allowance shall be eight hundred dollars (\$800.00) per year, payable in January of each year, separate from payroll checks to those employees on active duty. In the event an employee is hired or separates, his/her tool allowance for that calendar year shall be prorated on the basis of the total number of months in which he/she was employed on the first working day of the year. It is understood that the employee has the responsibility to exercise care and diligence in preventing the loss, theft and breakage of his/her personal tools.

The following classifications are eligible to receive tool allowance:

## MUNICIPAL EMPLOYEES' ASSOCIATION

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- Equipment/Auto Maintenance Crewleader
- Equipment/Auto Maintenance Leadworker
- Helicopter Maintenance Technician
- Mechanic I
- Mechanic II
- Mechanic III
- Senior Helicopter Maintenance Technician

### C. Vehicle Use

The City Vehicle Use Policy is attached in Exhibit C.

Approval is required by the City Manager or designee for any City vehicle to be taken home by an employee.

1. Unit employees subject to the vehicle use policy in Exhibit C shall be required to participate in the DMV Pull Notice program.

## ARTICLE IX – HOURS OF WORK/OVERTIME

### A. Work Schedule

It is the intent of the City to provide an opportunity for employees to select a flexible (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.

#### 1. Pay Definitions

For the purpose of this Agreement, the following definitions shall apply:

- a. Base Hourly Rate of Pay is defined as the hourly rate of pay that is identified in Exhibit A, Salary Schedules.
- b. Regular Rate of Pay is defined as the base hourly rate plus (including) special pays as identified in Article VII.
- c. Overtime Rate of Pay is defined as the base hourly rate of pay times one and one half (1 ½) plus (including) special pays as identified in Article VII.
- d. Hours of Work includes: General Leave, Holidays, Sick Leave and Compensatory Time for the purpose of calculating overtime.

#### 2. Defined Workweek under Fair Labor Standards Act (FLSA)

It is understood that the City has established a workweek for each covered employee which meets the requirements of the FLSA and which will not result in overtime compensation as part of a normal work schedule. Each non-exempt employee shall be assigned a designated FLSA workweek for the correct calculation of overtime. This designated workweek shall not change unless extraordinary circumstances require a change in the employee's regular work schedule due to operational need. A change in the designated FLSA workweek shall be recommended by the Department Head and approved by the Human Resources Director.

## MUNICIPAL EMPLOYEES' ASSOCIATION

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### 3. Flex Schedule and Alternative Work Schedule - Civic Center Employees

With Supervisor and Department Head approval employees may flex regular scheduled start times between the hours of 7:00 A.M. to 9:00 A.M. in half-hour increments (i.e. 7:00 A.M., 7:30 A.M., 8:00 A.M., 8:30 A.M., and 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. Once a flex schedule is established, an employee shall not change that schedule until the end of the pay period, with the approval of the Department Head.

Employees will have the option of working a 5/40 or 9/80 work schedule with Supervisor and Department Head approval. Employees assigned to the Police Department 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 FLSA with City Manager approval.

#### a. 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 (1) hour unpaid lunch during each work shift, totaling a forty (40) hour workweek. The assigned 5/40 work schedule must be in compliance with the requirements of FLSA.

#### b. 9/80 Work Schedule

##### i. Civic Center Employees

The 9/80 work schedule, as outlined in Exhibit E, shall be defined for all employees assigned to the Civic Center as working nine (9) days for eighty (80) hours in a two (2) week pay period by working eight (8) days at nine (9) hours per day and working one (1) day (Friday) for eight (8) hours, plus a one (1) hour unpaid lunch during each work shift, totaling forty (40) hours in each FLSA workweek. 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.

##### 2. Non Civic Center Employees

The 9/80 work schedule, as outlined in Exhibit E, shall be defined for all employees not assigned to the Civic Center as working nine (9) days for eighty (80) hours in a two (2) week pay period by working eight (8) days at nine (9) hours per day and working one (1) day (Friday) for eight (8) hours, plus a one (1) hour unpaid scheduled lunch during each work shift, totaling forty (40) hours in each FLSA workweek. 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.

#### c. 4/10 Work Schedule

The 4/10 work schedule, as outlined in Exhibit F, shall be defined as working four (4) ten (10) hour days each week plus a one (1) hour unpaid lunch during each work shift, totaling forty (40) hours in each FLSA workweek. The assigned

## MUNICIPAL EMPLOYEES' ASSOCIATION

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4/10 work schedule must be in compliance with the requirements of FLSA. 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.

d. Existing Alternative Work Schedules

Non Civic Center employees who had an alternative work schedule (9/80 or 4/10) prior to February 1, 2003 may retain that alternative work schedule. Employees assigned to Beach Operations may be required to work a 4/10 work schedule.

Civic Center employees who had an alternative work schedule (9/80) prior to February 1, 2003 may revert to that alternative work schedule (9/80) in the event his/her Supervisor and/or Department Head determine that the 9/80 schedule set forth in this Article is inappropriate for the employee's classification.

B. Overtime/Compensatory Time

1. FLSA Workweek and Employee Pay Period

Each employee is assigned a designated workweek as a seven (7) day workweek that begins and ends based upon a defined work schedule. Each employee's pay period is a fourteen (14) day cycle that consists of two (2) consecutive workweeks.

It is the policy of the City that overtime is to be used only as needed or under emergency conditions, as approved by the City Manager or designee.

2. Overtime

FLSA "non-exempt" employees shall be compensated at the Overtime Rate (in the form of pay or compensatory time) for hours worked over forty (40) hours in a workweek.

3. Work Shift that Exceeds Thirteen (13) Hours

An employee who performs authorized work immediately preceding or upon completion of a regular work shift (extension of a workday) that exceeds thirteen (13) hours in a shift shall be compensated as follows:

a. One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of their regular workday, up to and including thirteen (13) hours in any workday, and

b. Two (2) times the employee's regular rate for all hours worked in excess of thirteen (13) hours in a workday.

4. The employee's Supervisor shall determine if employee receives overtime pay or compensatory time. Consideration shall be given to effectuating the request of the employee; however, the maximum accrual for compensatory time shall be one hundred forty (140) hours.

5. Two (2) times per fiscal year an employee may cash out hours of banked compensatory time, for maximum annual cash out amount of one hundred ten (110) hours. The employee shall give payroll two (2) weeks advance notice of their decision to exercise such option.

## MUNICIPAL EMPLOYEES' ASSOCIATION

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### C. Employee Fatigue

An employee who is called back to work following the end of their regularly scheduled work shift and proceeds to work more than five (5) consecutive overtime hours shall then be entitled to an eight (8) hour rest period without compensation, upon completion of the assignment. Regularly scheduled lunch periods are not considered part of this rest period.

If the eight (8) hour rest period extends into the employee's next regularly scheduled work shift, the employee shall suffer no loss of pay or accrued leave as a result thereof. As far as is practicable, employees who have earned a rest period shall be relieved at the start of their regular work shift in order to take such rest period.

This application of this provision shall include scheduled work assignments and extended work assignments.

### D. Callback

Employees called back to work shall be compensated a minimum of two (2) hours of overtime pay at the regular rate of pay. A Supervisor shall notify an employee, in advance, of the need to work overtime. Where overtime is worked as an extension of the workday, it shall not be considered call back. While overtime may be required to be worked, it is the City's policy to discourage the working of overtime, and to provide reasonable notification to an employee should overtime be required. An employee called back to work less than two (2) hours before their shift begins shall not be paid Call Back pay but will be paid in accordance with Article IX.C. Overtime/Compensatory Time.

### E. Mandatory Standby

An employee who is placed on standby status by their Supervisor shall be compensated at an hourly rate equal to 0.180 of their base hourly rate of pay for the entire period of such assignment.

### F. Acting Assignment

If an employee is formally assigned to work in a higher classification on a temporary basis for greater than three (3) consecutive weeks, the employee shall be compensated for all hours worked in the higher classification at a rate which is at least five and one-half percent (5 1/2%) above their pay step, but such pay increase shall not exceed eleven percent (11%) and not to exceed the top step of the pay range for all hours worked in the higher classification. In the event a non-exempt employee is assigned to act in a classification that is exempt from overtime, the employee shall retain all special pays of their non-exempt classification and shall receive compensation for hours worked over forty (40) hours in the designated FLSA workweek on a hour for hour basis, at the regular rate of pay. Such pay shall be paid or credited to the employee's compensatory time off balance at the discretion of the Department Head or designee.

Acting assignments are not intended to exceed six (6) months unless extraordinary circumstances warrant an extension as recommended and approved by the Human Resources Director. Under no circumstances shall an acting assignment exceed (1) one year nor shall it be considered a reclassification or a promotion. Employees on acting assignment obtain no property rights in the acting assignment and may be returned to their regular position at any time.

## MUNICIPAL EMPLOYEES' ASSOCIATION

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Upon promotion to an FLSA exempt classification, all compensatory time off shall be cashed out prior to promotion at the employee's current regular rate of pay in the non-exempt classification.

### G. Court Standby Time and Court Appearance Time

An employee who is required to perform court standby duty in the performance of their official capacity with the City, shall be eligible for Court Standby Time or Court Appearance Time.

An employee who is required to be on standby for a court appearance during other than their regularly scheduled work hours shall receive a minimum of three (3) hours time at their regular rate of pay for each morning and afternoon court session.

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

A legally served subpoena or the direction of the Department Head shall be required to support the payment of Court Standby or Appearance Time.

## 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 Office.

### 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.

- i. The City shall submit three (3) months of medical premium payments for new enrollees within one (1) payment to the Teamsters Miscellaneous Security Trust Fund.

#### 2. Health and Other Insurance Premiums

- a. If an employee's health insurance premiums (medical, dental and or vision) exceed the City's contribution, the employee shall be responsible for paying the difference between the cost of the premiums and the City's contribution.

**MUNICIPAL EMPLOYEES' ASSOCIATION**

b. 2016 Premiums and Contributions

**2016 Health Premiums and Contributions**

Effective 10/1/2015\* & 1/1/16

**MEA**

**(with Teamsters Medical + Rx)**

<b>Plan</b>	<b>Tier</b>	<b>Monthly Premium</b>	<b>ER Monthly Contribution</b>	<b>EE Monthly Contribution</b>	<b>EE Bi-Weekly Contribution</b>
Teamsters Kaiser*	Single	568.00	415.43	152.57	70.42
	Two-Party	1,069.00	790.80	278.20	128.40
	Family	1,540.00	1,008.44	531.56	245.34
Anthem Blue Cross HMO*	Single	568.00	488.83	79.17	36.54
	Two-Party	1,069.00	947.37	121.63	56.14
	Family	1,540.00	1,196.88	343.12	158.36
75%/25% Reimb Plan (PPO)	Single	568.00	488.83	79.17	36.54
	Two-Party	1,069.00	957.37	111.63	51.52
	Family	1,540.00	1,206.88	333.12	153.75
Delta Dental PPO	Single	58.10	53.44	4.66	2.15
	Two-Party	108.60	100.34	8.26	3.81
	Family	143.20	135.09	8.11	3.74
Delta Care HMO	Single	30.11	23.48	6.63	3.06
	Two-Party	51.19	39.95	11.24	5.19
	Family	78.29	61.07	17.22	7.95
VSP	Single	25.12	21.88	3.24	1.50
	Two-Party	25.12	21.88	3.24	1.50
	Family	25.12	21.88	3.24	1.50
Medical Opt Out: \$365.43 per month (\$168.66 bi-wkly)					
*Medical Increase effective 10/1/15 - Dental & Vision rates effective 1/1/16					

c. Future Premiums and City Contributions

Effective the beginning of the pay period following City Council approval of this agreement, the City's monthly contribution to Medical premiums (only) shall increase \$100 per plan, per tier.

Effective October 1, 2016, the City's monthly contribution to Medical premiums (only) shall increase \$100 per plan, per tier.

## MUNICIPAL EMPLOYEES' ASSOCIATION

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The City's contribution to Delta Dental PPO, Delta Care HMO and Vision Service plans will not increase. The employee shall pay any increased amount above the City's contribution caps.

### 3. Part Time Employee Contributions

Part-time employees hired after July 1, 2006, shall receive a pro-rated amount of the City's contribution rate as established for full-time employees based on the employee's work schedule, either fifty percent (50%) for half-time (1/2) or seventy-five percent (75%) for three-quarter time (3/4).

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

5. The dental insurance maximum coverage is two thousand dollars (\$2,000.00) per year.

### C. COBRA

Employees who terminate their employment with the City and their dependent(s) shall have any and all the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) benefits as well as Cal-COBRA (AB1401) to which the law entitles them.

### D. Life and Accidental Death and Dismemberment Insurance

Each employee shall be provided with fifty-thousand dollars (\$50,000.00) of life insurance and fifty-thousand dollars (\$50,000.00) of accidental death and dismemberment insurance coverage paid for by the City. Each employee shall have the option, at his/her own expense, to purchase additional amounts of life insurance and accidental death and dismemberment insurance to the extent provided by the City's current providers.

### E. Long Term Disability Insurance (LTD)

The City shall provide for each employee at the City's expense a long term disability insurance plan. The parties agree to exclude the first year of job related illness or injury from coverage on condition that the plan provides for a coordination with Sick Leave, General Leave and holidays which is satisfactory to the Association. A copy of the LTD insurance plan may be obtained from the Human Resources Office.

The intent of long term disability insurance 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 rate of pay, no employee may receive more than their regular rate of pay while receiving disability benefits and paid leave.

### F. Medical Cash-Out

Group health insurance for this unit is provided by Teamsters Miscellaneous Security Trust Fund. If an employee obtains approval from the Teamsters Miscellaneous Security Trust Fund to suspend medical and prescription benefits, they may receive medical cash-out. The amount of cash-out is equal to the City's contribution to the lowest cost employee-only medical premium offered to this unit, less fifty dollars (\$50.00) for life insurance and mental health/substance abuse benefits.

Evidence of approved suspension must be submitted to the Human Resources Department. Medical cash-out would commence the beginning of the first pay period

## MUNICIPAL EMPLOYEES' ASSOCIATION

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following receipt of evidence by the City or the beginning of the first pay period following the effective date of approved suspension granted by Teamsters Miscellaneous Security Trust Fund, whichever is the later date.

### G. Section 125 Plan

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

### H. Miscellaneous

1. Nothing in this Article shall be deemed to restrict the City's right to change insurance carriers or self-fund should circumstance warrant. City shall, however, notify the Association of any proposed change and allow the Association an opportunity to review any proposed change and make recommendations to the City.

2. Nothing in this Article shall be deemed to obligate the City to improve the benefits outlined in this Article.

3. When the City grants an employee leave without pay for reason of medical disability, the City shall continue to contribute its share of the employee's insurance premiums, pursuant to Article X.B.2. for the time the employee is in a non-pay status for the length of said leave not to exceed twenty-four (24) months. The City shall provide timely written notification of employee rights under this Article and the LTD Plan and will assist the employee in processing LTD claims so that undue delay in receiving LTD payments is avoided.

4. 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 benefits available for employees.

### 5. Health Plan Over-Payments

Employees shall be responsible for accurately reporting changes in the status of dependent(s), which affect their eligibility for health plan coverage ninety (90) days after the date of such status change. The City shall use its best efforts to advise all employees of their obligation to report changes in the status of dependent(s), which affect their eligibility. If an employee fails to report a status change that affects eligibility within ninety (90) days, the City shall have the right to recover any premiums paid by the City, on behalf of ineligible dependents. Recovery of such overpayments shall be made as follows:

- a. The employee's bi-weekly salary warrant shall be reduced by one-half (1/2) of the amount of the bi-weekly overpayment. Such reduction shall continue until the entire amount of the overpayment is recovered.
- b. The City shall be entitled to recover a maximum of twelve (12) months premium overpayments. Neither the employee nor the dependent shall be liable to the City other than as provided herein.

## MUNICIPAL EMPLOYEES' ASSOCIATION

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### I. Retiree Medical Coverage for Retirees Not Eligible for the City Retiree Medical 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 (CalPERS) and are not eligible for the City's Retiree Medical Subsidy 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 CalPERS and are not eligible for the City's Retiree Medical Subsidy 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 Medical Subsidy Plan chooses not to participate in a City sponsored medical insurance plan 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).

### J. Post-65 Supplemental Medicare Coverage

Retirees who are participating in the Retiree Medical Subsidy 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 a City sponsored medical insurance plan that is supplemental to Medicare.

A retiree or qualified dependent must choose to participate in a City sponsored medical insurance plan that is 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 a City sponsored medical insurance plan that is 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 a City sponsored medical insurance plan that is supplemental to Medicare, permanently lose eligibility for this insurance.

## ARTICLE XI – RETIREMENT

### A. Benefits

#### 1. Self-Funded Supplemental Retirement Benefit

Employees hired prior to December 27, 1997 are eligible for the Self-Funded Supplemental Retirement Benefit, which provides that:

## MUNICIPAL EMPLOYEES' ASSOCIATION

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- a. In the event a PERS member elects Option #1, #2, #2W, #3, #3W or #4 of the Public Employees' Retirement law, the City shall pay the difference between the employee's elected option and the unmodified allowance which the retiree would have received for his/her life alone as provided in California Government Code sections 21455, 21456, 21457, and 21548 as said referenced Government Code sections exist as of the date of this agreement. This payment shall be made only to the retiree and shall be payable by the City during the life of the member, and upon that retiree's death, the City's 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 December 27, 1997 shall not be eligible for this benefit referenced in A.1.a. herein above.

### 2. Deferred Compensation

Any employee who contributes one dollar (\$1.00) or more per pay period to his/her deferred compensation account shall receive an employer contribution in the amount of five dollars and fifty cents (\$5.50) per pay period to the employee's deferred compensation account, medical insurance premiums or other City provided or approved pre-tax program. If an employee elects that the five dollars and fifty cents (\$5.50) be contributed to medical insurance premiums, such election shall only be made during an announced open enrollment period.

### 3. Medical Insurance for Retirees

- a. Upon retirement, whether service or disability, each employee shall have the following options in regards to medical insurance under City sponsored plans:
  - i. 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 federal law (COBRA), state law (Cal-COBRA) or
  - ii. Retirees may participate in the Retiree Medical Subsidy Plan, attached hereto as Exhibit D, as amended, or the Health Maintenance Organization (HMO) plan currently being offered to retirees, based upon the eligibility requirements described in Exhibit D.
  - iii. The value of any unused earned leave benefits may be transferred to deferred compensation at 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.
- b. Employees hired on or after October 1, 2014 shall not be eligible for this benefit referenced in A.3.a. herein above.

## MUNICIPAL EMPLOYEES' ASSOCIATION

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### B. California Public Employees' Retirement System (CalPERS)

#### 1. Retirement Formulas and Reporting

- 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. All "Classic" bargaining unit members shall pay their CalPERS member retirement contribution of eight percent (8%) of pensionable income. This provision shall not sunset at the end of this agreement.
- c. The City shall contract with PERS to have retirement benefits calculated based upon the "classic" member employee's highest one year's compensation, pursuant to the provisions of Section 20042 (highest single year).
- d. The obligations of the City and the retirement rights of employees as provided in this Article shall survive the term of this MOU
- e. For "New" Members within the meaning of the California Public Employees' Pension Reform Act of 2013.
  - i. New Members shall be governed by the two percent at age 62 (2% @ 62) retirement formula set forth in Government Code section 7522.20.
  - ii. 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.
  - iii. All bargaining unit "new" members as defined by PEPRA and determined by CalPERS, shall contribute one half (50%) of the total normal cost as established by CalPERS.

#### C. Pre-Retirement Optional Settlement 2 Death Benefit

Employees shall be covered by the Pre-Retirement Optional Settlement 2 Death Benefit as identified in Government Code Section 21548.

#### D. Fourth Level of 1959 Survivor Benefits

Employees shall be covered by the Fourth Level of the 1959 Survivor Benefit as identified in Government Code Section 21574.

- E. 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.

# MUNICIPAL EMPLOYEES' ASSOCIATION

## ARTICLE XII – LEAVE BENEFITS

### A. Leave With Pay

#### 1. General Leave

##### a. Accrual

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

<u>Years of Service</u>	<u>Full-Time</u>	<u>Three-Quarter Time</u>	<u>One-Half Time</u>
First through Fourth Year	176 Hours	132 Hours	88 Hours
Fifth through Ninth Year	200 Hours	150 Hours	100 Hours
Tenth through Fourteenth Year	224 Hours	168 Hours	112 Hours
Fifteenth Year and Thereafter	256 Hours	192 Hours	128 Hours

##### b. 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 hire date anniversary. Employees shall not be permitted to take general leave in excess of actual time earned. Employees shall not accrue General Leave in excess of six hundred 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.

##### c. Conversion to Cash

Two (2) times during each fiscal year, each employee shall have the option to convert into a cash payment or deferred compensation up to a total of one hundred-twenty (120) hours of accrued General Leave per fiscal year. The value of each hour of conversion is at the employee's current base hourly rate of pay, as reflected in Exhibit A. The employee shall give payroll two (2) weeks advance notice of their decision to exercise such option.

##### d. One (1) Week Minimum Vacation Requirement

Employees in the following positions, or their reclassified equivalent, in the Finance Department, shall take a minimum of one (1) week (i.e., five (5) consecutive workdays) paid vacation each calendar year:

## MUNICIPAL EMPLOYEES' ASSOCIATION

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Accounting Technician I; Accounting Technician II; Senior Accounting Technician; Accounting Technician Supervisor; Field Service Representative, Senior Accountant (responsible for bank reconciliation)

### 2. City Paid Holidays

- a. Full-time employees shall be compensated for the employee's regularly scheduled work shift for the following holidays:

1. New Year's Day
2. Martin Luther King Day (third Monday in January)
3. President's 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 or by the Governor of the State of California to be a state holiday and adopted as an employee holiday by the City Council of Huntington Beach.

- b. City Observed Holiday - Holidays which fall on Sunday shall be observed the following Monday, and those falling on Saturday shall be observed the preceding Friday.
- c. Holiday Paid Time Off for Part-Time Employees  
Half-time (1/2) or three quarter-time (3/4) employees shall have the holiday paid as time off with a pro-rated amount of hours, respectively for the holidays listed above in Article XII.2.A. .
- d. Holiday Pay For Work on a City Observed Holiday  
In the event an employee is assigned to work on the City observed holiday, in addition to being paid for the holiday at the employee's regular rate of pay, whether it is or is not the employee's regularly scheduled workday, the employee shall be paid for working the holiday at the regular rate of pay unless FLSA overtime provisions apply, meaning the employee will be paid over time.
- e. Holiday Pay for Work on an Actual Holiday (Not the City Observed Date)  
An employee who works on the actual holiday as listed in Article XII.2.A. 1-10, in addition to being paid for the holiday at the employee's regular rate of pay, the employee shall be compensated at the overtime rate.
- f. An employee who is assigned or required to work on both the City observed holiday date and on the actual date that the holiday falls, shall only be paid for one City holiday (as applicable per section E. or F. above).

## MUNICIPAL EMPLOYEES' ASSOCIATION

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g. CalPERS Reporting of Holiday Pay

Employees who are required to work on a holiday observed by the City, either on the date observed by the City or on the date that the actual holiday falls as a part of their regular work schedule, shall have their holiday pay reported to CalPERS. Classifications eligible for this CalPERS reporting are: Beach Equipment Operator, Beach Maintenance Crewleader, Beach Maintenance Worker, Crime Scene Investigator, Parking/Camping Crewleader, Parking/Camping Leadworker, Parking Meter Repair Technician, Parking Meter Repair Worker, Parking Control Officer, Police Records Supervisor, Police Records Technician, Custodian assigned to the Police Department, Police Records Specialists assigned to the Records Bureau, Police Service Specialists assigned to the Records Bureau and Police Systems Coordinator.

- h. If an employee is scheduled to work a holiday and will lose that holiday time due to their General Leave bank having reached the maximum cap of six hundred forty (640) hours, at the employee's request, the employee may cash out the part of their holiday time they will lose.

3. Sick Leave

a. Accrual

No employee shall accrue Sick Leave.

b. Credit

Employees hired prior to March 30, 2002 shall be credited with their Sick Leave accrued as of March 29, 2002.

c. Usage

Employees may use accrued Sick Leave for the same purposes for which it was used prior to March 30, 2002.

d. Payoff at Termination

Upon termination, all employees shall be paid, at their current salary rate, for twenty-five percent (25%) of unused, earned Sick Leave from four hundred and eighty (480) hours through seven hundred and twenty (720) hours, and for fifty percent (50%) of all unused, earned Sick Leave in excess of seven hundred and twenty (720) hours.

e. Extended Absences

Sick Leave shall not be used to extend absences due to work related (industrial) injuries or illnesses.

4. Bereavement Leave

Employees shall be entitled to bereavement leave not to exceed three (3) work shifts 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, stepgrandfather, 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.

## MUNICIPAL EMPLOYEES' ASSOCIATION

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5. Association Business  
An allowance of eight hundred (800) hours per year shall be established for the purpose of allowing duly authorized representatives of the Association to conduct lawful Association activities. The parties agree to meet and confer during the term of the Agreement to establish guidelines for use of Association Business time.
6. Jury Duty  
Employees who are regularly scheduled to work on swing or graveyard shifts, as defined in Article VII.B.2., shall be placed on a day shift if they are required to appear for jury duty or selection for a period of more than one day.
7. Leave Benefits Entitlement  
The City shall comply with all state and federal leave benefit entitlement laws. An eligible employee on an approved leave shall be allowed to use earned Sick Leave, General Leave, and/or Compensatory Time for serious and non-serious family or personal health issues. For more information on employee leave options, contact the Human Resources Division.
8. Personal Days  
Each full-time unit employee will be entitled to utilize a maximum of twenty (20) hours as "personal days."
  - a. Supervisor approval is required to utilize Personal Days.
  - b. Personal Days have no cash value.
  - c. All Personal Days time (20 hours) must be used by not later than September 30, 2017. The use of Personal Days will not be extended by any subsequent extension of this agreement beyond September 30, 2017.
  - d. No portion of unused Personal Days may be carried over beyond September 30, 2017.
  - e. Part-time employees shall be granted twenty (20) hours as Personal Days on a proportional hours computation to full-time equivalent employee status.
    - i. Half-time employees shall be granted a total of ten (10) hours.
    - ii. Three-quarter employees shall be granted a total of fifteen (15) hours.

# MUNICIPAL EMPLOYEES' ASSOCIATION

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## ARTICLE XIII – CITY RULES

### 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.

## ARTICLE XIV – MISCELLANEOUS

### A. Grievance Arbitration

Any grievance as defined and described in Rules 19 and 20 of the City Personnel Rules (Resolution No. 3960), shall be settled in accordance with the procedures set forth in said Rules except that the parties to the grievance may, by mutual agreement, submit the grievance to a neutral arbitrator whose decision shall be final and binding on the parties. The arbitrator shall be selected by the parties from listings of and pursuant to the rules of the American Arbitration Association. This procedure, if adopted by the parties, shall be in lieu of Step 5 of Rule 19, or Step 4 of Rule 20, and the fees charged by the arbitrator or hearing officer and court reporter shall be paid equally, fifty-fifty (50-50) by the City and the Association.

### B. Promotional Procedures

#### 1. Tie Scores

When promotions are to be made, and two or more employees are found to be equal as a result of promotional examinations conducted by the City, the employee with the greatest length of service with the City shall receive the promotion.

#### 2. Salary Upon Promotion

Upon promotion, an employee shall be compensated at the same step in the salary range for his/her new classification, subject to the following provisions:

- a. Except for the provisions of sub-paragraphs b and c below, no employee shall receive greater than eleven percent (11%) increase upon promotion.
- b. If "A" Step of the classification upon promotion is greater than eleven percent (11%) increase, the employee shall be compensated at "A" step upon promotion.
- c. If the employee would be eligible for a step increase within eleven (11) months of the date of promotion in his/her classification before promotion, then the Human Resources Director may authorize an increase greater than eleven percent (11%) upon promotion.

## MUNICIPAL EMPLOYEES' ASSOCIATION

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### C. Labor-Management Relations Committee

The City and MEA participate in a Labor-Management Relations Committee as follows:

1. The Association and the City recognize that the participation of employees in the formulation and implementation of personnel policy and practices affects their well-being and the efficient administration of the Government. The parties further recognize that the entrance into a formal agreement with each other is but one act of joint participation, and that the success of a labor-management relationship is further assured if a forum is available and used to communicate with each other. The parties therefore agree to the structure of Labor-Management Relations Committees (LMRC) for the purpose of exchanging information and the discussion of matters of concern or interest to each of them, in the broad area of working conditions, wages and hours.
2. The City of Huntington Beach shall have an LMRC. The formation of this LMRC shall not serve as the basis for reopening the meet and confer process to modify this MOU.
3. The LMRC shall meet monthly. The City shall be represented by the City Manager (or designee), the Human Resources Director (or designee), and Department Heads. Four (4) representatives at these meetings shall represent the Association.
4. The City agrees that any meeting conducted under this Article shall be conducted in facilities furnished by the City, and Association representatives shall be released from their duties at work to attend the LMRC.
5. The parties shall exchange agenda items five (5) workdays before each scheduled LMRC meeting described in this section. Matters not on the agenda may be discussed by mutual consent. If either party timely forwards an agenda, the meeting will be held.

### D. Copies of MOU

The City agrees to print this Memorandum of Understanding for each employee requesting a copy.

### E. Position Classification Issues

#### 1. Class Specifications

The City shall send the Association a copy of each new job description approved for classifications within the representation unit.

#### 2. Reclassification Impact

It is not the intention of the City to demote or layoff an employee through reclassification. Prior to imposing a Y-rating, or layoff resulting from classification reviews, the City agrees to meet and confer with Association representatives.

### F. Class A and B Driver License Fees

The City shall reimburse employees for costs associated with obtaining and renewing Class A and Class B driver licenses where required by the City for the position.

## MUNICIPAL EMPLOYEES' ASSOCIATION

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G. Deferred Compensation Loan Program

Employees may utilize this program, under which employees may borrow up to fifty percent (50%) of their deferred compensation funds for critical needs such as medical costs, college tuition, or purchase of a home.

H. Performance Evaluations/Written Reprimand Appeals

Employees may appeal the results of a performance evaluation or written reprimand. Such appeals shall be initiated through the appropriate chain of command (which may include the LMRC) and any decision made by the Department Head shall be considered final.

I. MEA Letter of Introduction

A one-page letter of introduction from MEA, and of MEA's choosing, regarding the benefits and purpose of joining the MEA, will be included in all MEA eligible new employee orientation packets.

J. Department of Transportation (DOT) Random Alcohol and Controlled Substance Testing

During the term of the Agreement, the City and the Association agree to meet and confer to update the policy in accordance with law.

K. Update Employee-Employer Relations Resolution (EERR)

During the term of the Agreement, the City and the Association agree to meet and confer to update the Employee-Employer Relations Resolution to reflect current state law.

L. Required Fingerprinting of Employees

The City requires that all employees who are hired, transferred, or promoted to positions 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 hired, transferred or promoted into positions with oversight responsibilities for senior citizens or oversight responsibilities for confidential, and or sensitive documents or equipment.

M. Beach Parking

Employees may purchase a City beach parking pass at the Senior discount rate.

N. Reasonable Suspicion Alcohol and Controlled Substance Testing

The City maintains the right to conduct a test during working hours of any employee that it reasonably suspects is under the influence of alcohol or a controlled substance in the workplace. The policy to implement such testing shall be established by the City and the Association during the term of the Agreement.

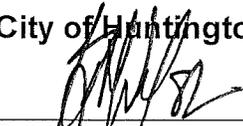
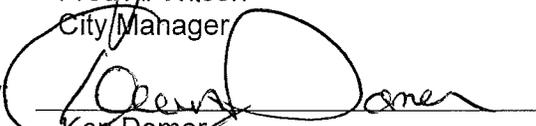
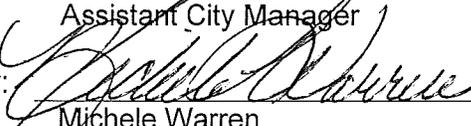
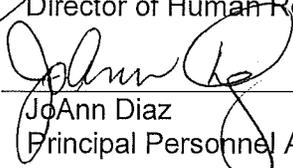
MUNICIPAL EMPLOYEES' ASSOCIATION

ARTICLE XV – CITY COUNCIL APPROVAL

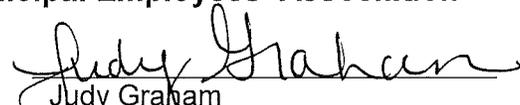
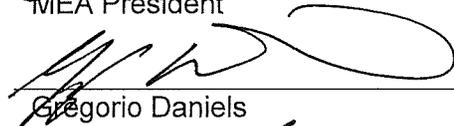
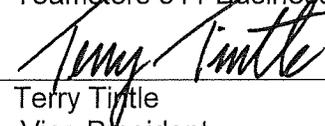
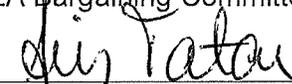
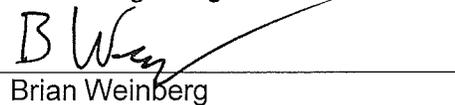
It is the intent of the City and Association that this Memorandum of Understanding represents an "Agreement" between the undersigned within the meaning of Section 8-2 of the Huntington Beach Employer-Employee Relations Resolution; however, this Memorandum of Understanding is of no force or effect whatsoever unless 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 4<sup>th</sup> day of April, 2016.

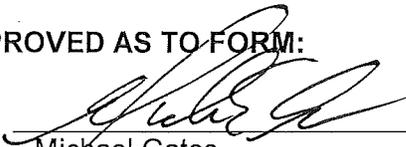
City of Huntington Beach

By:   
Fred A. Wilson  
City Manager  
By:   
Ken Damer  
Assistant City Manager  
By:   
Michele Warren  
Director of Human Resources  
By:   
JoAnn Diaz  
Principal Personnel Analyst

Huntington Beach  
Municipal Employees' Association

By:   
Judy Graham  
MEA President  
By:   
Gregorio Daniels  
Teamsters 911 Business Rep  
By:   
Terry Tittle  
Vice-President  
By:   
Kevin Kirby  
MEA Bargaining Committee  
By:   
Iris Tatar  
MEA Bargaining Committee  
By:   
Brian Weinberg  
MEA Bargaining Committee

APPROVED AS TO FORM:

  
Michael Gates  
City Attorney

MUNICIPAL EMPLOYEES' ASSOCIATION

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MEA  
LIST OF MOU EXHIBITS

EXHIBITS	SUBJECT
A	Class/Salary Schedule
B	Uniform Policy
B-1	Uniform Listing by Category/Class
C	Vehicle Use Policy
D	Provisions of the Retiree Medical Subsidy Plan
E	9/80 Work Schedule
F	4/10 Work Schedule
G	Agency Shop Agreement
H	Catastrophic Leave Donation Program

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT A – SALARY SCHEDULE**

**2% EFFECTIVE SEPTEMBER 27, 2014**

<b>Job Type</b>	<b>Description</b>	<b>Pay Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
0111	Accountant	MEA111	31.81	33.56	35.40	37.35	39.40
0286	Accounting Technician I	MEA286	22.10	23.31	24.59	25.95	27.38
0287	Accounting Technician II	MEA287	24.30	25.63	27.04	28.53	30.10
0294	Accounting Technician Supv	MEA294	28.08	29.62	31.25	32.96	34.77
0428	Administrative Aide	MEA428	31.19	32.90	34.71	36.62	38.63
0278	Administrative Assistant	MEA278	27.53	29.04	30.64	32.32	34.10
0289	Administrative Secretary	MEA289	23.45	24.74	26.11	27.55	29.06
0297	Art Programs Curator	MEA297	27.80	29.32	30.93	32.64	34.44
0296	Arts Education Coordinator	MEA296	24.30	25.63	27.04	28.53	30.10
0108	Assistant Planner	MEA108	32.62	34.40	36.30	38.30	40.40
0267	Assistant Social Worker	MEA267	22.66	23.91	25.22	26.60	28.06
0358	Beach Equip Operator	MEA358	25.81	27.23	28.72	30.30	31.96
0149	Beach Maint Crewleader	MEA149	33.43	35.27	37.21	39.25	41.41
0452	Beach Maint Service Worker	MEA452	23.69	25.00	26.37	27.82	29.36
0210	Building Inspector I	MEA210	30.11	31.76	33.50	35.35	37.29
0211	Building Inspector II	MEA211	33.27	35.10	37.03	39.06	41.21
0208	Building Inspector III	MEA208	36.75	38.77	40.90	43.16	45.53
0176	Building Plan Checker I	MEA176	36.21	38.20	40.31	42.52	44.86
0520	Building Plan Checker II	MEA520	42.04	44.36	46.81	49.38	52.10
0112	Buyer	MEA112	31.33	33.06	34.88	36.80	38.82
0340	Carpenter	MEA340	28.20	29.76	31.40	33.12	34.94
0106	Civil Engineering Assistant	MEA106	37.11	39.16	41.31	43.59	45.99
0162	Civilian Check Investigator	MEA162	24.90	26.27	27.72	29.24	30.85
0186	Code Enforcement Officer I	MEA186	25.03	26.40	27.85	29.39	31.01
0182	Code Enforcement Officer II	MEA182	30.88	32.57	34.36	36.26	38.25
0511	Code Enforcement Technician	MEA511	20.83	21.97	23.18	24.45	25.79
0263	Community Relations Specialist	MEA263	26.31	27.76	29.28	30.89	32.59
0597	Community Services Officer	MEA597	26.97	28.46	30.02	31.67	33.42
0252	Community Svcs Rec Coord	MEA252	29.23	30.84	32.53	34.32	36.20
0269	Community Svcs Rec Specialist	MEA269	23.69	25.00	26.37	27.82	29.36

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT A – SALARY SCHEDULE**

Job Type	Description	Pay Grade	A	B	C	D	E
0258	Community Svcs Rec Supv	MEA258	32.77	34.57	36.48	38.49	40.61
0193	Computer Operator	MEA193	21.77	22.96	24.22	25.56	26.96
0172	Construction Inspector I	MEA172	30.11	31.76	33.50	35.35	37.29
0463	Construction Inspector II	MEA463	33.27	35.10	37.03	39.06	41.21
0587	Construction Project Coord	MEA587	39.42	41.59	43.88	46.29	48.84
0312	Court Liaison Specialist	MEA312	23.45	24.74	26.11	27.55	29.06
0166	Crime Analyst	MEA166	31.19	32.90	34.71	36.62	38.63
0165	Crime Analyst Senior	MEA165	36.38	38.38	40.50	42.73	45.08
0255	Crime Scene Investigator	MEA255	29.37	30.99	32.69	34.49	36.38
0119	Criminalist	MEA119	32.77	34.57	36.48	38.49	40.61
0192	Cross Connection Control Spec	MEA192	30.88	32.57	34.36	36.26	38.25
0299	Cultural Services Aide	MEA299	27.80	29.32	30.93	32.64	34.44
0400	Custodian	MEA400	21.33	22.51	23.75	25.05	26.42
0134	Deputy City Clerk	MEA134	25.67	27.08	28.57	30.14	31.80
0138	Development Specialist	MEA138	32.77	34.57	36.48	38.49	40.61
0456	Distribution Services Clerk	MEA456	20.91	22.06	23.28	24.56	25.92
0375	Electrical Leadworker	MEA375	32.93	34.74	36.66	38.68	40.81
0339	Electrician	MEA339	30.40	32.08	33.84	35.71	37.67
0232	Emergency Medical Svcs Coord	MEA232	46.47	49.02	51.72	54.56	57.57
0198	Emergency Services Coordinator	MEA198	40.02	42.22	44.54	46.99	49.57
0175	Engineering Aide	MEA175	26.31	27.76	29.28	30.89	32.59
0180	Engineering Technician	MEA180	32.29	34.07	35.94	37.92	40.00
0445	Environmental Specialist	MEA445	37.11	39.16	41.31	43.59	45.99
0382	Equip Services Crewleader	MEA382	34.46	36.35	38.35	40.46	42.68
0142	Equip/Auto Maint Crewleader	MEA142	34.46	36.35	38.35	40.46	42.68
0472	Equip/Auto Maint Leadworker	MEA472	31.33	33.06	34.88	36.80	38.82
0383	Equipment Support Assistant	MEA383	24.41	25.76	27.18	28.67	30.24
0061	Executive Assistant	MEA061	31.65	33.39	35.22	37.16	39.20
0143	Facilities Maint Crewleader	MEA143	34.29	36.17	38.16	40.26	42.47
0407	Facilities Maint Leadworker	MEA407	26.71	28.18	29.73	31.36	33.08
0391	Facilities Maintenance Tech	MEA391	24.66	26.01	27.44	28.95	30.54
0398	Field Service Representative	MEA398	25.42	26.82	28.29	29.84	31.48
0588	Fire Prevention Inspector	MEA588	37.68	39.76	41.95	44.26	46.69

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT A – SALARY SCHEDULE**

<b>Job Type</b>	<b>Description</b>	<b>Pay Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
0260	Fire Safety Program Specialist	MEA260	31.81	33.56	35.40	37.35	39.40
0173	Fire Training Maintenance Tech	MEA173	29.23	30.84	32.53	34.32	36.20
0470	Forensic Systems Specialist	MEA470	35.13	37.07	39.11	41.26	43.53
0576	GIS Analyst I	MEA576	35.85	37.82	39.91	42.10	44.41
0178	GIS Analyst II	MEA178	38.83	40.96	43.22	45.60	48.11
0390	Groundsworker	MEA390	20.83	21.97	23.18	24.45	25.79
0190	Haz Mat Program Specialist	MEA190	35.49	37.44	39.50	41.67	43.97
0337	Helicopter Maintenance Tech	MEA337	28.77	30.36	32.03	33.80	35.66
0113	Human Services Program Supv	MEA113	32.77	34.57	36.48	38.49	40.61
0115	Info Systems Analyst I	MEA115	35.85	37.82	39.91	42.10	44.41
0505	Info Systems Analyst II	MEA505	38.83	40.96	43.22	45.60	48.11
0117	Info Systems Analyst III	MEA117	41.44	43.72	46.12	48.66	51.34
0118	Info Systems Analyst IV	MEA118	45.55	48.06	50.70	53.48	56.43
0495	Info Systems Technician I	MEA495	22.33	23.56	24.85	26.21	27.65
0494	Info Systems Technician II	MEA494	25.14	26.53	27.99	29.54	31.17
0493	Info Systems Technician III	MEA493	28.20	29.76	31.40	33.12	34.94
0492	Info Systems Technician IV	MEA492	31.19	32.90	34.71	36.62	38.63
0491	Info Systems Technician Senior	MEA491	33.43	35.27	37.21	39.25	41.41
0155	Irrigation Crewleader	MEA155	33.43	35.27	37.21	39.25	41.41
0357	Irrigation Specialist	MEA357	25.03	26.40	27.85	29.39	31.01
0359	Landscape Equip Operator	MEA359	25.81	27.23	28.72	30.30	31.96
0145	Landscape Maint Crewleader	MEA145	33.43	35.27	37.21	39.25	41.41
0402	Landscape Maint Leadworker	MEA402	27.94	29.47	31.09	32.81	34.60
0163	Latent Fingerprint Examiner	MEA163	31.48	33.22	35.05	36.98	39.01
0164	Latent Fingerprint ExamTrainee	MEA164	26.05	27.48	29.00	30.59	32.28
0300	Legal Assistant	MEA300	26.31	27.76	29.28	30.89	32.59
0114	Librarian	MEA114	28.50	30.06	31.72	33.46	35.30
0311	Library Clerk	MEA311	17.99	18.99	20.03	21.13	22.30
0305	Library Clerk Specialist (T)	MEA305	17.99	18.99	20.03	21.13	22.30
0432	Library Facilities Coordinator	MEA432	25.67	27.08	28.57	30.14	31.80
0310	Library Processing Clerk	MEA310	19.91	21.00	22.15	23.37	24.65
0451	Library Services Clerk	MEA451	19.91	21.00	22.15	23.37	24.65
0257	Library Specialist	MEA257	23.69	25.00	26.37	27.82	29.36

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT A – SALARY SCHEDULE**

Job Type	Description	Pay Grade	A	B	C	D	E
0302	Literacy Program Specialist	MEA302	28.50	30.06	31.72	33.46	35.30
0303	Mail Services Clerk	MEA303	17.58	18.54	19.56	20.64	21.77
0392	Maint Service Worker	MEA392	23.69	25.00	26.37	27.82	29.36
0394	Maintenance Worker	MEA394	20.83	21.97	23.18	24.45	25.79
0448	Marine Equipment Mechanic	MEA448	31.04	32.74	34.54	36.44	38.44
0344	Masonry Worker	MEA344	28.20	29.76	31.40	33.12	34.94
0384	Mechanic I	MEA384	24.53	25.87	27.30	28.81	30.39
0348	Mechanic II	MEA348	27.25	28.75	30.33	32.00	33.76
0347	Mechanic III	MEA347	28.93	30.52	32.20	33.97	35.84
0206	Media Production Coordinator	MEA206	27.11	28.60	30.18	31.84	33.59
0380	Media Services Specialist	MEA380	23.69	25.00	26.37	27.82	29.36
0306	Office Assistant I	MEA306	16.88	17.81	18.79	19.83	20.92
0304	Office Assistant II	MEA304	20.31	21.43	22.60	23.84	25.15
0290	Office Specialist	MEA290	21.43	22.60	23.85	25.17	26.55
0341	Painter	MEA341	28.20	29.76	31.40	33.12	34.94
0378	Painter Leadworker	MEA378	30.55	32.23	34.01	35.89	37.86
0485	Paralegal	MEA485	31.19	32.90	34.71	36.62	38.63
0153	Park Maintenance Crewleader	MEA153	34.29	36.17	38.16	40.26	42.47
0177	Parking Meter Repair Tech	MEA177	27.25	28.75	30.33	32.00	33.76
0395	Parking Meter Repair Worker	MEA395	25.14	26.53	27.99	29.54	31.17
0570	Parking/Camping Assistant	MEA570	20.83	21.97	23.18	24.45	25.79
0459	Parking/Camping Crewleader	MEA459	33.43	35.27	37.21	39.25	41.41
0401	Parking/Camping Leadworker	MEA401	27.94	29.47	31.09	32.81	34.60
0455	Parking/Traffic Control Coord	MEA455	26.31	27.76	29.28	30.89	32.59
0262	Parking/Traffic Control Officer	MEA262	20.83	21.97	23.18	24.45	25.79
0577	Parking/Traffic Control Supv	MEA577	28.08	29.62	31.25	32.96	34.77
0458	Payroll Specialist	MEA458	36.56	38.57	40.70	42.94	45.30
0447	Payroll Technician	MEA447	24.66	26.01	27.44	28.95	30.54
0295	Permit Technician	MEA295	22.66	23.91	25.22	26.60	28.06
0279	Personnel Assistant	MEA279	23.95	25.26	26.65	28.11	29.65
0154	Pest Contrl Advisor Crewleader	MEA154	33.43	35.27	37.21	39.25	41.41
0367	Pest Control Specialist	MEA367	25.03	26.40	27.85	29.39	31.01
0136	Planning Aide	MEA136	26.31	27.76	29.28	30.89	32.59

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT A – SALARY SCHEDULE**

Job Type	Description	Pay Grade	A	B	C	D	E
0342	Plumber	MEA342	29.65	31.28	33.01	34.83	36.74
0197	Police Photo/Imaging Specialst	MEA197	29.23	30.84	32.53	34.32	36.20
0307	Police Records Specialist	MEA307	21.43	22.60	23.85	25.17	26.55
0283	Police Records Supervisor	MEA283	25.03	26.40	27.85	29.39	31.01
0282	Police Records Technician	MEA282	19.42	20.49	21.61	22.79	24.04
0308	Police Services Specialist	MEA308	23.69	25.00	26.37	27.82	29.36
0215	Police Systems Coordinator	MEA215	27.65	29.18	30.78	32.48	34.27
0399	Printing Services Technician	MEA399	21.99	23.20	24.48	25.82	27.24
0584	Program Coord - Human Srvcs	MEA584	29.23	30.84	32.53	34.32	36.20
0259	*Property and Evidence Officer	MEA259	26.05	27.48	29.00	30.59	32.28
0261	*Property and Evidence Supervisor	MEA261	30.11	31.76	33.50	35.35	37.29
0205	Public Information Specialist	MEA205	31.19	32.90	34.71	36.62	38.63
0583	Rideshare Coordinator	MEA583	32.45	34.23	36.12	38.11	40.20
0256	Risk Management Specialist	MEA256	23.69	25.00	26.37	27.82	29.36
0515	SCADA Coordinator	MEA515	33.43	35.27	37.21	39.25	41.41
0346	SCADA Technician	MEA346	29.65	31.28	33.01	34.83	36.74
0110	Senior Accountant	MEA110	36.56	38.57	40.70	42.94	45.30
0288	Senior Accounting Technician	MEA288	26.71	28.18	29.73	31.36	33.08
0434	Senior Code Enforcement Ofcr	MEA434	34.12	35.99	37.97	40.05	42.26
0171	Senior Construction Inspector	MEA171	36.75	38.77	40.90	43.16	45.53
0120	Senior Criminalist	MEA120	40.02	42.22	44.54	46.99	49.57
0135	Senior Deputy City Clerk	MEA135	32.77	34.57	36.48	38.49	40.61
0586	Senior Engineering Technician	MEA586	37.49	39.56	41.74	44.03	46.46
0343	Senior Facilities Maint Tech	MEA343	28.93	30.52	32.20	33.97	35.84
0334	Senior Helicopter Maint Tech	MEA334	39.82	42.01	44.32	46.75	49.33
0188	Senior Inspector Water Constr	MEA188	35.13	37.07	39.11	41.26	43.53
0309	Senior Library Services Clerk	MEA309	21.86	23.07	24.34	25.68	27.10
0450	Senior Library Specialist	MEA450	25.93	27.36	28.86	30.45	32.12
0363	Senior Marine Equip Mechanic	MEA363	34.46	36.35	38.35	40.46	42.68
0446	Senior Payroll Technician	MEA446	27.11	28.60	30.18	31.84	33.59
0437	Senior Permit Technician	MEA437	28.93	30.52	32.20	33.97	35.84
0168	Senior Printing Services Tech	MEA168	26.45	27.90	29.43	31.05	32.75
0265	Senior Services Assistant	MEA265	15.82	16.69	17.61	18.58	19.61

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT A – SALARY SCHEDULE**

Job Type	Description	Pay Grade	A	B	C	D	E
0481	Senior Services Transp Coord	MEA481	25.29	26.68	28.15	29.69	31.32
0350	Senior Vehicle Body Technician	MEA350	27.25	28.75	30.33	32.00	33.76
0349	Senior Wastewtr Pump Mechanic	MEA349	25.81	27.23	28.72	30.30	31.96
0396	Senior Water Meter Reader	MEA396	24.90	26.27	27.72	29.24	30.85
0436	Senior Workers' Comp Examiner	MEA436	32.29	34.07	35.94	37.92	40.00
0148	Signs & Markings Crewleader	MEA148	34.29	36.17	38.16	40.26	42.47
0338	Signs Leadworker	MEA338	28.50	30.06	31.72	33.46	35.30
0354	Signs/Markings Equip Operator	MEA354	25.81	27.23	28.72	30.30	31.96
0266	Social Worker	MEA266	27.80	29.32	30.93	32.64	34.44
0386	Stock Clerk	MEA386	20.83	21.97	23.18	24.45	25.79
0361	Street Equip Operator	MEA361	25.81	27.23	28.72	30.30	31.96
0150	Street Maint Crewleader	MEA150	33.43	35.27	37.21	39.25	41.41
0406	Street Maint Leadworker	MEA406	29.37	30.99	32.69	34.49	36.38
0183	Survey Party Chief	MEA183	37.68	39.76	41.95	44.26	46.69
0174	Survey Technician I	MEA174	26.31	27.76	29.28	30.89	32.59
0185	Survey Technician II	MEA185	28.50	30.06	31.72	33.46	35.30
0195	Telecommunications Specialist	MEA195	37.87	39.96	42.16	44.48	46.92
0203	Television Producer/Director	MEA203	31.19	32.90	34.71	36.62	38.63
0433	Theater/Media Technician	MEA433	23.69	25.00	26.37	27.82	29.36
0388	Tire Service Worker (T)	MEA388	23.81	25.12	26.51	27.97	29.50
0181	Traffic Engineering Technician	MEA181	34.29	36.17	38.16	40.26	42.47
0389	Traffic Maint Service Worker	MEA389	23.69	25.00	26.37	27.82	29.36
0410	Traffic Markings Leadworker	MEA410	27.94	29.47	31.09	32.81	34.60
0336	Traffic Signal Electrician	MEA336	30.88	32.57	34.36	36.26	38.25
0140	Traffic Signal/Light Crewleadr	MEA140	34.29	36.17	38.16	40.26	42.47
0365	Tree Equipment Operator	MEA365	25.81	27.23	28.72	30.30	31.96
0144	Trees Maintenance Crewleader	MEA144	33.43	35.27	37.21	39.25	41.41
0460	Trees Maintenance Leadworker	MEA460	27.94	29.47	31.09	32.81	34.60
0372	Vehicle Body Repair Crewleader	MEA372	31.33	33.06	34.88	36.80	38.82
0351	Vehicle Body Technician	MEA351	20.91	22.06	23.28	24.56	25.92
0480	Video Engineer	MEA480	26.31	27.76	29.28	30.89	32.59
0137	Video Engineer Supervisor	MEA137	35.67	37.63	39.71	41.89	44.19
0268	Volunteer Services Coordinator	MEA268	25.29	26.68	28.15	29.69	31.32

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT A – SALARY SCHEDULE**

Job Type	Description	Pay Grade	A	B	C	D	E
0385	Warehousekeeper	MEA385	26.31	27.76	29.28	30.89	32.59
0362	Wastewater Equip Operator	MEA362	25.81	27.23	28.72	30.30	31.96
0454	Wastewater Maint Service Workr	MEA454	23.69	25.00	26.37	27.82	29.36
0146	Wastewater Ops Crewleader	MEA146	33.43	35.27	37.21	39.25	41.41
0404	Wastewater Ops Leadworker	MEA404	27.94	29.47	31.09	32.81	34.60
0387	Wastewater Pump Mechanic	MEA387	25.14	26.53	27.99	29.54	31.17
0582	Water Conservation Coordinator	MEA582	32.45	34.23	36.12	38.11	40.20
0189	Water Construction Inspector	MEA189	31.04	32.74	34.54	36.44	38.44
0151	Water Dist Maint Crewleader	MEA151	33.43	35.27	37.21	39.25	41.41
0379	Water Dist Maint Leadworker	MEA379	30.26	31.92	33.67	35.53	37.48
0147	Water Dist Meters Crewleader	MEA147	33.43	35.27	37.21	39.25	41.41
0377	Water Dist Meters Leadworker	MEA377	27.94	29.47	31.09	32.81	34.60
0364	Water Equip Operator	MEA364	27.94	29.47	31.09	32.81	34.60
0397	Water Meter Reader	MEA397	23.00	24.26	25.59	27.00	28.48
0356	Water Meter Repair Technician	MEA356	25.67	27.08	28.57	30.14	31.80
0152	Water Operations Crewleader	MEA152	33.43	35.27	37.21	39.25	41.41
0371	Water Operations Leadworker	MEA371	31.19	32.90	34.71	36.62	38.63
0156	Water Quality Coordinator	MEA156	33.43	35.27	37.21	39.25	41.41
0191	Water Quality Technician	MEA191	29.37	30.99	32.69	34.49	36.38
0461	Water Service Worker	MEA461	24.41	25.76	27.18	28.67	30.24
0368	Water Systems Technician I	MEA368	24.41	25.76	27.18	28.67	30.24
0369	Water Systems Technician II	MEA369	26.05	27.48	29.00	30.59	32.28
0370	Water Systems Technician III	MEA370	28.77	30.36	32.03	33.80	35.66
0449	Water Utility Locator	MEA449	29.37	30.99	32.69	34.49	36.38
0202	Workers Comp Claims Examiner	MEA202	21.43	22.60	23.85	25.17	26.55

2%  
EFFECTIVE  
09/27/14

*\*10/19/15 - City Council Adoption of Modifications to Class Plan Approved by Personnel Commission. Resolution No. 2015-60.*

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT A – SALARY SCHEDULE**

**2% EFFECTIVE SEPTEMBER 24, 2016**

<b>Job Type</b>	<b>Description</b>	<b>Pay Grade</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
0111	Accountant	MEA111	32.45	34.23	36.11	38.09	40.19
0286	Accounting Technician I	MEA286	22.54	23.78	25.09	26.47	27.92
0287	Accounting Technician II	MEA287	24.78	26.14	27.58	29.10	30.70
0294	Accounting Technician Supv	MEA294	28.64	30.21	31.88	33.62	35.47
0428	Administrative Aide	MEA428	31.81	33.56	35.40	37.35	39.40
0278	Administrative Assistant	MEA278	28.08	29.62	31.25	32.97	34.78
0289	Administrative Secretary	MEA289	23.92	25.24	26.63	28.10	29.64
0297	Art Programs Curator	MEA297	28.36	29.91	31.55	33.29	35.12
0108	Assistant Planner	MEA108	33.27	35.09	37.02	39.06	41.21
0267	Assistant Social Worker	MEA267	23.11	24.38	25.72	27.14	28.63
0358	Beach Equip Operator	MEA358	26.33	27.77	29.30	30.90	32.60
0149	Beach Maint Crewleader	MEA149	34.10	35.98	37.95	40.04	42.24
0452	Beach Maint Service Worker	MEA452	24.17	25.50	26.90	28.38	29.94
0210	Building Inspector I	MEA210	30.71	32.39	34.17	36.05	38.04
0211	Building Inspector II	MEA211	33.94	35.80	37.77	39.84	42.03
0208	Building Inspector III	MEA208	37.49	39.55	41.72	44.02	46.44
0176	Building Plan Checker I	MEA176	36.94	38.97	41.11	43.37	45.76
0520	Building Plan Checker II	MEA520	42.89	45.25	47.74	50.37	53.14
0112	Buyer	MEA112	31.96	33.72	35.58	37.53	39.59
0106	Civil Engineering Assistant	MEA106	37.86	39.94	42.14	44.46	46.91
0162	Civilian Check Investigator	MEA162	25.40	26.79	28.27	29.82	31.46
0186	Code Enforcement Officer I	MEA186	25.53	26.93	28.41	29.98	31.63
0182	Code Enforcement Officer II	MEA182	31.50	33.22	35.05	36.98	39.01
0511	Code Enforcement Technician	MEA511	21.24	22.41	23.64	24.93	26.31
0263	Community Relations Specialist	MEA263	26.83	28.31	29.87	31.51	33.25
0597	Community Services Officer	MEA597	27.51	29.03	30.62	32.31	34.09
0269	Community Srvcs Rec Specialist	MEA269	24.17	25.50	26.90	28.38	29.94
0258	Community Srvcs Rec Supv	MEA258	33.43	35.26	37.21	39.26	41.42
0172	Construction Inspector I	MEA172	30.71	32.39	34.17	36.05	38.04
0463	Construction Inspector II	MEA463	33.94	35.80	37.77	39.84	42.03
0312	Court Liaison Specialist	MEA312	23.92	25.24	26.63	28.10	29.64

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT A – SALARY SCHEDULE**

Job Type	Description	Pay Grade	A	B	C	D	E
0166	Crime Analyst	MEA166	31.81	33.56	35.40	37.35	39.40
0165	Crime Analyst Senior	MEA165	37.11	39.15	41.31	43.59	45.98
0255	Crime Scene Investigator	MEA255	29.95	31.61	33.34	35.18	37.11
0119	Criminalist	MEA119	33.43	35.26	37.21	39.26	41.42
0192	Cross Connection Control Spec	MEA192	31.50	33.22	35.05	36.98	39.01
0400	Custodian	MEA400	21.76	22.96	24.22	25.55	26.95
0134	Deputy City Clerk	MEA134	26.19	27.62	29.14	30.74	32.44
0138	Development Specialist	MEA138	33.43	35.26	37.21	39.26	41.42
0339	Electrician	MEA339	31.01	32.72	34.52	36.42	38.43
0232	Emergency Medical Svcs Coord	MEA232	47.40	50.00	52.75	55.65	58.72
0198	Emergency Services Coordinator	MEA198	40.82	43.07	45.43	47.93	50.56
0175	Engineering Aide	MEA175	26.83	28.31	29.87	31.51	33.25
0180	Engineering Technician	MEA180	32.93	34.75	36.66	38.68	40.80
0445	Environmental Specialist	MEA445	37.86	39.94	42.14	44.46	46.91
0382	Equip Services Crewleader	MEA382	35.15	37.08	39.12	41.27	43.53
0142	Equip/Auto Maint Crewleader	MEA142	35.15	37.08	39.12	41.27	43.53
0472	Equip/Auto Maint Leadworker	MEA472	31.96	33.72	35.58	37.53	39.59
0383	Equipment Support Assistant	MEA383	24.90	26.27	27.72	29.24	30.85
0061	Executive Assistant	MEA061	32.29	34.06	35.92	37.90	39.98
0143	Facilities Maint Crewleader	MEA143	34.97	36.89	38.92	41.06	43.32
0407	Facilities Maint Leadworker	MEA407	27.24	28.74	30.32	31.98	33.74
0391	Facilities Maintenance Tech	MEA391	25.15	26.53	27.99	29.53	31.15
0398	Field Service Representative	MEA398	25.93	27.35	28.85	30.44	32.11
0588	Fire Prevention Inspector	MEA588	38.44	40.55	42.79	45.14	47.62
0260	Fire Safety Program Specialist	MEA260	32.45	34.23	36.11	38.09	40.19
0173	Fire Training Maintenance Tech	MEA173	29.81	31.45	33.18	35.01	36.93
0470	Forensic Systems Specialist	MEA470	35.84	37.81	39.90	42.09	44.40
0576	GIS Analyst I	MEA576	36.57	38.58	40.70	42.94	45.30
0178	GIS Analyst II	MEA178	39.60	41.78	44.08	46.51	49.07
0190	Haz Mat Program Specialist	MEA190	36.20	38.19	40.29	42.51	44.85
0337	Helicopter Maintenance Tech	MEA337	29.35	30.97	32.67	34.48	36.38
0115	Info Systems Analyst I	MEA115	36.57	38.58	40.70	42.94	45.30
0505	Info Systems Analyst II	MEA505	39.60	41.78	44.08	46.51	49.07

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT A – SALARY SCHEDULE**

Job Type	Description	Pay Grade	A	B	C	D	E
0117	Info Systems Analyst III	MEA117	42.27	44.59	47.04	49.63	52.36
0118	Info Systems Analyst IV	MEA118	46.46	49.02	51.71	54.55	57.55
0495	Info Systems Technician I	MEA495	22.78	24.03	25.34	26.74	28.21
0494	Info Systems Technician II	MEA494	25.65	27.06	28.55	30.13	31.79
0493	Info Systems Technician III	MEA493	28.77	30.35	32.03	33.79	35.64
0492	Info Systems Technician IV	MEA492	31.81	33.56	35.40	37.35	39.40
0491	Info Systems Technician Senior	MEA491	34.10	35.98	37.95	40.04	42.24
0155	Irrigation Crewleader	MEA155	34.10	35.98	37.95	40.04	42.24
0359	Landscape Equip Operator	MEA359	26.33	27.77	29.30	30.90	32.60
0145	Landscape Maint Crewleader	MEA145	34.10	35.98	37.95	40.04	42.24
0402	Landscape Maint Leadworker	MEA402	28.50	30.06	31.71	33.46	35.30
0163	Latent Fingerprint Examiner	MEA163	32.11	33.88	35.75	37.71	39.79
0300	Legal Assistant	MEA300	26.83	28.31	29.87	31.51	33.25
0114	Librarian	MEA114	29.07	30.67	32.35	34.13	36.01
0432	Library Facilities Coordinator	MEA432	26.19	27.62	29.14	30.74	32.44
0451	Library Services Clerk	MEA451	20.30	21.42	22.59	23.83	25.14
0257	Library Specialist	MEA257	24.17	25.50	26.90	28.38	29.94
0302	Literacy Program Specialist	MEA302	29.07	30.67	32.35	34.13	36.01
0392	Maint Service Worker	MEA392	24.17	25.50	26.90	28.38	29.94
0394	Maintenance Worker	MEA394	21.24	22.41	23.64	24.93	26.31
0448	Marine Equipment Mechanic	MEA448	31.66	33.40	35.23	37.16	39.20
0384	Mechanic I	MEA384	25.02	26.39	27.85	29.38	31.00
0348	Mechanic II	MEA348	27.79	29.33	30.94	32.64	34.43
0347	Mechanic III	MEA347	29.51	31.13	32.85	34.65	36.56
0380	Media Services Specialist	MEA380	24.17	25.50	26.90	28.38	29.94
0306	Office Assistant I	MEA306	17.22	18.17	19.17	20.23	21.34
0304	Office Assistant II	MEA304	20.71	21.86	23.06	24.32	25.66
0290	Office Specialist	MEA290	21.86	23.06	24.33	25.67	27.08
0378	Painter Leadworker	MEA378	31.16	32.88	34.69	36.60	38.62
0153	Park Maintenance Crewleader	MEA153	34.97	36.89	38.92	41.06	43.32
0177	Parking Meter Repair Tech	MEA177	27.79	29.33	30.94	32.64	34.43
0395	Parking Meter Repair Worker	MEA395	25.65	27.06	28.55	30.13	31.79
0570	Parking/Camping Assistant	MEA570	21.24	22.41	23.64	24.93	26.31

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT A – SALARY SCHEDULE**

Job Type	Description	Pay Grade	A	B	C	D	E
0459	Parking/Camping Crewleader	MEA459	34.10	35.98	37.95	40.04	42.24
0401	Parking/Camping Leadworker	MEA401	28.50	30.06	31.71	33.46	35.30
0455	Parking/Traffic Control Coord	MEA455	26.83	28.31	29.87	31.51	33.25
0262	Parking/Traffic Control Officer	MEA262	21.24	22.41	23.64	24.93	26.31
0577	Parking/Traffic Control Supv	MEA577	28.64	30.21	31.88	33.62	35.47
0458	Payroll Specialist	MEA458	37.29	39.34	41.51	43.80	46.21
0447	Payroll Technician	MEA447	25.15	26.53	27.99	29.53	31.15
0295	Permit Technician	MEA295	23.11	24.38	25.72	27.14	28.63
0279	Personnel Assistant	MEA279	24.43	25.77	27.18	28.67	30.25
0367	Pest Control Specialist	MEA367	25.53	26.93	28.41	29.98	31.63
0136	Planning Aide	MEA136	26.83	28.31	29.87	31.51	33.25
0342	Plumber	MEA342	30.25	31.91	33.67	35.52	37.48
0197	Police Photo/Imaging Specialist	MEA197	29.81	31.45	33.18	35.01	36.93
0307	Police Records Specialist	MEA307	21.86	23.06	24.33	25.67	27.08
0283	Police Records Supervisor	MEA283	25.53	26.93	28.41	29.98	31.63
0282	Police Records Technician	MEA282	19.81	20.90	22.04	23.25	24.52
0308	Police Services Specialist	MEA308	24.17	25.50	26.90	28.38	29.94
0215	Police Systems Coordinator	MEA215	28.21	29.76	31.40	33.13	34.95
0584	Program Coord - Human Svcs	MEA584	29.81	31.45	33.18	35.01	36.93
0259	Property and Evidence Officer	MEA259	26.58	28.03	29.58	31.21	32.92
0261	Property and Evidence Supervisor	MEA261	30.71	32.40	34.17	36.06	38.04
0583	Rideshare Coordinator	MEA583	33.09	34.92	36.84	38.87	41.01
0256	Risk Management Specialist	MEA256	24.17	25.50	26.90	28.38	29.94
0515	SCADA Coordinator	MEA515	34.10	35.98	37.95	40.04	42.24
0346	SCADA Technician	MEA346	30.25	31.91	33.67	35.52	37.48
0110	Senior Accountant	MEA110	37.29	39.34	41.51	43.80	46.21
0288	Senior Accounting Technician	MEA288	27.24	28.74	30.32	31.98	33.74
0434	Senior Code Enforcement Officer	MEA434	34.80	36.71	38.73	40.86	43.10
0171	Senior Construction Inspector	MEA171	37.49	39.55	41.72	44.02	46.44
0135	Senior Deputy City Clerk	MEA135	33.43	35.26	37.21	39.26	41.42
0586	Senior Engineering Technician	MEA586	38.24	40.35	42.57	44.91	47.39
0343	Senior Facilities Maint Tech	MEA343	29.51	31.13	32.85	34.65	36.56
0334	Senior Helicopter Maint Tech	MEA334	40.62	42.85	45.21	47.69	50.31

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT A – SALARY SCHEDULE**

Job Type	Description	Pay Grade	A	B	C	D	E
0450	Senior Library Specialist	MEA450	26.45	27.90	29.44	31.05	32.76
0363	Senior Marine Equip Mechanic	MEA363	35.15	37.08	39.12	41.27	43.53
0446	Senior Payroll Technician	MEA446	27.65	29.18	30.78	32.48	34.26
0437	Senior Permit Technician	MEA437	29.51	31.13	32.85	34.65	36.56
0265	Senior Services Assistant	MEA265	16.14	17.02	17.96	18.95	20.00
0481	Senior Services Transp Coord	MEA481	25.80	27.21	28.71	30.29	31.95
0349	Senior Wastewtr Pump Mechanic	MEA349	26.33	27.77	29.30	30.90	32.60
0396	Senior Water Meter Reader	MEA396	25.40	26.79	28.27	29.82	31.46
0148	Signs & Markings Crewleader	MEA148	34.97	36.89	38.92	41.06	43.32
0338	Signs Leadworker	MEA338	29.07	30.67	32.35	34.13	36.01
0354	Signs/Markings Equip Operator	MEA354	26.33	27.77	29.30	30.90	32.60
0266	Social Worker	MEA266	28.36	29.91	31.55	33.29	35.12
0386	Stock Clerk	MEA386	21.24	22.41	23.64	24.93	26.31
0361	Street Equip Operator	MEA361	26.33	27.77	29.30	30.90	32.60
0150	Street Maint Crewleader	MEA150	34.10	35.98	37.95	40.04	42.24
0406	Street Maint Leadworker	MEA406	29.95	31.61	33.34	35.18	37.11
0183	Survey Party Chief	MEA183	38.44	40.55	42.79	45.14	47.62
0174	Survey Technician I	MEA174	26.83	28.31	29.87	31.51	33.25
0185	Survey Technician II	MEA185	29.07	30.67	32.35	34.13	36.01
0195	Telecommunications Specialist	MEA195	38.63	40.76	43.00	45.37	47.86
0181	Traffic Engineering Technician	MEA181	34.97	36.89	38.92	41.06	43.32
0389	Traffic Maint Service Worker	MEA389	24.17	25.50	26.90	28.38	29.94
0410	Traffic Markings Leadworker	MEA410	28.50	30.06	31.71	33.46	35.30
0336	Traffic Signal Electrician	MEA336	31.50	33.22	35.05	36.98	39.01
0140	Traffic Signal/Light Crewleadr	MEA140	34.97	36.89	38.92	41.06	43.32
0365	Tree Equipment Operator	MEA365	26.33	27.77	29.30	30.90	32.60
0144	Trees Maintenance Crewleader	MEA144	34.10	35.98	37.95	40.04	42.24
0460	Trees Maintenance Leadworker	MEA460	28.50	30.06	31.71	33.46	35.30
0268	Volunteer Services Coordinator	MEA268	25.80	27.21	28.71	30.29	31.95
0385	Warehousekeeper	MEA385	26.83	28.31	29.87	31.51	33.25
0362	Wastewater Equip Operator	MEA362	26.33	27.77	29.30	30.90	32.60
0454	Wastewater Maint Service Workr	MEA454	24.17	25.50	26.90	28.38	29.94
0146	Wastewater Ops Crewleader	MEA146	34.10	35.98	37.95	40.04	42.24

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT A – SALARY SCHEDULE**

Job Type	Description	Pay Grade	A	B	C	D	E
0404	Wastewater Ops Leadworker	MEA404	28.50	30.06	31.71	33.46	35.30
0387	Wastewater Pump Mechanic	MEA387	25.65	27.06	28.55	30.13	31.79
0582	Water Conservation Coordinator	MEA582	33.09	34.92	36.84	38.87	41.01
0151	Water Dist Maint Crewleader	MEA151	34.10	35.98	37.95	40.04	42.24
0379	Water Dist Maint Leadworker	MEA379	30.86	32.56	34.35	36.24	38.23
0147	Water Dist Meters Crewleader	MEA147	34.10	35.98	37.95	40.04	42.24
0377	Water Dist Meters Leadworker	MEA377	28.50	30.06	31.71	33.46	35.30
0364	Water Equip Operator	MEA364	28.50	30.06	31.71	33.46	35.30
0397	Water Meter Reader	MEA397	23.46	24.74	26.10	27.54	29.05
0356	Water Meter Repair Technician	MEA356	26.19	27.62	29.14	30.74	32.44
0152	Water Operations Crewleader	MEA152	34.10	35.98	37.95	40.04	42.24
0371	Water Operations Leadworker	MEA371	31.81	33.56	35.40	37.35	39.40
0156	Water Quality Coordinator	MEA156	34.10	35.98	37.95	40.04	42.24
0191	Water Quality Technician	MEA191	29.95	31.61	33.34	35.18	37.11
0461	Water Service Worker	MEA461	24.90	26.27	27.72	29.24	30.85
0368	Water Systems Technician I	MEA368	24.90	26.27	27.72	29.24	30.85
0369	Water Systems Technician II	MEA369	26.58	28.03	29.58	31.21	32.92
0370	Water Systems Technician III	MEA370	29.35	30.97	32.67	34.48	36.38
0449	Water Utility Locator	MEA449	29.95	31.61	33.34	35.18	37.11

2% EFFECTIVE SEPTEMBER 24, 2016

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT B – UNIFORM POLICY**

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**UNIFORM POLICY**

**A. General**

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 Employees**

All employees listed in Exhibit B-1 shall wear a standard City adopted uniform. Each Department Head shall determine which employees must wear a uniform. The Uniform Listing by Category/Class shall be indicated in the document attached hereto and by this reference incorporated herein as Exhibit B-1.

**C. Personal Protective Equipment (PPE)**

All personal protective equipment as related to employee job duties and responsibilities shall be provided based upon Supervisor designated need. Examples of personal protective equipment include, but may not be limited to the following: hardhats, foul weather gear, steel-toed rubber boots, steel-toed caps, wood heat resistant soles, special hazard gloves, safety glasses, face shields, ear protectors and arm and shin guards. R-1 safety vests shall be furnished to all employees having occasion to work within travel ways.

**D. Safety Shoes**

1. Safety toe shoes or boots as each assignment dictates.
  - a. Two pair per year.
  - b. Damaged shoes shall be turned into operating Supervisor who shall authorize replacement or repair.
2. The maximum amount to be reimbursed for a pair of safety shoes will not exceed two hundred and twenty-five dollars (\$225.00) per pair every six months or sooner, if necessary.
3. Shoes or boots shall be purchased through designated standard outlets.

**E. Employee Responsibilities**

1. 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, etc).

**MUNICIPAL EMPLOYEES' ASSOCIATION**  
**EXHIBIT B – UNIFORM POLICY**

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3. Wash and provide minimum repair (i.e., buttons, small tears, etc).
4. Provide any alterations necessary including sewing on of City patches.
5. Wear the uniform only when on duty or performing work.
6. Notify the Supervisor of the need to replace due to disrepair or severe staining producing an undesirable appearance.
7. Turn in all uniform components, including patches upon termination.
8. Turn in all personal protective equipment upon termination.
9. Wear all personal protective equipment prescribed by the City Safety Officer and Supervisor of the division.

**F. City Responsibilities**

1. Furnish funding for the agreed uniform allowances.
2. Report to the California Public Employees Retirement System (CalPERS) the cost of uniforms provided as set forth in Uniform Listing by Category/Class, Exhibit B-1, for each class 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. Provide and maintain one or more retail clothing outlets for the various allotments. City reserves the right to name vendor.
4. Maintain records of purchases.

**G. Department Head or Designee Responsibilities**

1. Ensure employee compliance with the Uniform Policy.
2. Approve replacement of deteriorated uniform component(s) and personal protective equipment as required and to maintain a listing for each eligible employee, by name and class, of all uniform component(s) and personal protective equipment purchased.
3. Confirm receipt of uniforms, patches and personal protective equipment from an employee upon termination. A Termination Checklist Form is to be completed, signed by the employee, and submitted to the Human Resources Office.
4. Report to the Human Resources Director any changes to the Uniform Listing by Category/Class (Exhibit B-1). The City reserves the right to add, delete, change or modify the Uniform Listing as required.

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT B – UNIFORM POLICY**

**Exhibit B-1**

**Category of Uniform**

<b>Category of Uniform</b>	
<b>Group 1:</b>	5 Shirts, T-Shirts and Pants, Patches, 1 Jacket (PW/CS Field Issue),
<b>Group 2:</b>	1 Blue Suit, 2 Pants/ Polo Shirts, 1 Sweater, 1 Pair Shoes (Fire)
<b>Group 3:</b>	2 Blue Shirts, 3 Pants/Skirts, 1 (choice) Jacket/Sweater/Sweatshirt (PD)
<b>Group 4:</b>	2 Polo Shirts, 2 Pants or 2 Shorts, 1 Hat (CS)
<b>Group 5:</b>	5 Polo Shirts, 1 Jacket, 1 Windbreaker (not annually), 1 Hat (Inspection), Shoes PPE/Safety for Inspectors only (not CalPERS reportable)
<b>Group 6:</b>	2 T-Shirts (CS)
<b>Group 8:</b>	4 Battle Dress Uniform, 4 Polo Shirts, 1 Jacket, 1 Rain suit (PD)
<b>Group 9:</b>	4 Blue Pants, 2 Shorts, 4 Polos or Blue Shirts, 1 Jacket, 1 Rain suit (PD)
<b>Group 10:</b>	5 Shirts, 5 Pants, Shoes PPE/Safety not PERS reportable
<b>Group 11:</b>	3 Shirts, 3 Pants, Boots PPE/Safety not PERS reportable
<b>Group 12:</b>	5 Polo Shirts, 3 Pants, 1 Sweatshirt or Windbreaker (IS)

**Uniform Listing by Category/Class\***

<b>Department</b>	<b>Job Type</b>	<b>Class</b>	<b>Category of Uniform</b>	<b>Notes</b>
Comm Svcs	0358	Beach Equip Operator	1	
Comm Svcs	0149	Beach Maint Crewleader	1	
Comm Svcs	0452	Beach Maint Service Worker	1	
Comm Svcs	0258	Community Services Recreation Supervisor	6	Daily wear not required. Used for special events and/or sports leagues. Frequency of use varies - seasonal from weekly to monthly
Comm Svcs	0269	Community Services/Recreation Specialist	6	Daily wear not required. Special events and/or sports leagues use only. Frequency varies from weekly to monthly according to season.
Comm Svcs	0448	Marine Equipment Mechanic	1	
Comm Svcs	0177	Parking Meter Repair Tech	1	
Comm Svcs	0395	Parking Meter Repair Worker	1	
Comm Srvc	0570	Parking/Camping Assistant	4	
Comm Svcs	0459	Parking/Camping Crewleader	4	
Comm Svcs	0401	Parking/Camping Leadworker	4	
Comm Svcs	0363	Senior Marine Equip Mechanic	1	

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT B – UNIFORM POLICY**

Department	Job Type	Class	Category of Uniform	Notes
Comm Svcs	0265	Senior Services Assistant	6	Bus Driver only
Finance Public Works	0398	Field Services Representative	1	
Fire	0232	Emergency Medical Svcs Coord	2	
Fire	0198	Emergency Services Coordinator	2	Daily wear not required
Fire	0260	Fire Safety Program Specialist	2	
Fire	0173	Fire Training Maintenance Tech	11	
Fire	0190	Haz Mat Program Specialist	10	
Information Services	0492	Info Systems Technician IV	12	Daily wear not required
Community Development	0210	Building Inspector I	5	
Community Development	0211	Building Inspector II	5	
Community Development	0208	Building Inspector III	5	
Community Development	0186	Code Enforcement Officer I	5	
Community Development	0182	Code Enforcement Officer II	5	
Community Development	0511	Code Enforcement Tech	5	
Community Development	0434	Senior Code Enforcement Officer	5	
Police	0263	Community Relations Specialist	3	Daily wear not required
Police	0471	Community Services Officer	9	
Police	0255	Crime Scene Investigator	8	
Police	0337	Helicopter Maintenance Tech	1	
Police	0455	Parking/Traffic Control Coordinator	9	
Police	0262	Parking/Traffic Control Officer	9	
Police	0577	Parking/Traffic Control Supv	9	
Police	0307	Police Records Specialist	3	In Records Division only
Police	0283	Police Records Supervisor	3	
Police	0282	Police Records Technician	3	
Police	0308	Police Services Specialist	3	In Records Division only
Police	0215	Police Systems Coordinator	3	
Police	0259	Property and Evidence Officer	9	
Police	0261	Property and Evidence Supervisor	9	
Police	0334	Senior Helicopter Maint Tech	1	
Public Works	0172	Construction Inspector I	5	
Public Works	0463	Construction Inspector II	5	
Public Works	0192	Cross Connection Control Spec	5	
Public Works	0339	Electrician	1	
Public Works	0445	Environmental Specialist	5	
Public Works	0382	Equip Services Crewleader	1	
Public Works	0142	Equip/Auto Maint Crewleader	1	
Public Works	0472	Equip/Auto Maint Leadworker	1	
Public Works	0383	Equipment Support Assistant	1	
Public Works	0407	Facilities Maint Leadworker	1	

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT B – UNIFORM POLICY**

Department	Job Type	Class	Category of Uniform	Notes
Public Works	0391	Facilities Maintenance Tech	1	
Public Works	0155	Irrigation Crewleader	1	
Public Works	0359	Landscape Equip Operator	1	
Public Works	0145	Landscape Maint Crewleader	1	
Public Works	0402	Landscape Maint Leadworker	1	
Public Works	0392	Maintenance Service Worker	1	
Public Works	0394	Maintenance Worker	1	
Public Works	0384	Mechanic I	1	
Public Works	0348	Mechanic II	1	
Public Works	0347	Mechanic III	1	
Public Works	0378	Painter Leadworker	1	
Public Works	0153	Park Maintenance Crewleader	1	
Public Works	0367	Pest Control Specialist	1	
Public Works	0342	Plumber	1	
Public Works	0515	SCADA Coordinator	5	
Public Works	0346	SCADA Technician	1	
Public Works	0171	Senior Construction Inspector	5	
Public Works	0343	Senior Facilities Maint Tech	1	
Public Works	0350	Senior Vehicle Body Technician	1	
Public Works	0349	Senior Wastewater Pump Mechanic	1	
Public Works	0396	Senior Water Meter Reader	1	
Public Works	0338	Signs Leadworker	1	
Public Works	0148	Signs/Markings Crewleader	1	
Public Works	0354	Signs/Markings Equip Operator	1	
Public Works	0361	Street Equip Operator	1	
Public Works	0150	Street Maint Crewleader	1	
Public Works	0406	Street Maint Leadworker	1	
Public Works	0183	Survey Party Chief	5	
Public Works	0174	Survey Technician	5	
Public Works	0185	Survey Technician II	5	
Public Works	0389	Traffic Maint Service Worker	1	
Public Works	0410	Traffic Markings Leadworker	1	
Public Works	0336	Traffic Signals Electrician	1	
Public Works	0140	Traffic Signal/Light Crewleader	1	
Public Works	0365	Tree Equipment Operator	1	
Public Works	0460	Trees Maint Leadworker	1	
Public Works	0144	Trees Maintenance Crewleader	1	
Public Works	0385	Warehousekeeper	1	
Public Works	0362	Wastewater Equipment Operator	1	
Public Works	0454	Wastewater Maint Service Worker	1	
Public Works	0146	Wastewater Ops Crewleader	5	
Public Works	0404	Wastewater Ops Leadworker	1	
Public Works	0387	Wastewater Pump Mechanic	1	
Public Works	0151	Water Dist Maint Crewleader	1	
Public Works	0379	Water Dist Maint Leadworker	1	
Public Works	0147	Water Dist Meters Crewleader	5	
Public Works	0377	Water Dist Meters Leadworker	1	

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT B – UNIFORM POLICY**

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Department	Job Type	Class	Category of Uniform	Notes
Public Works	0364	Water Equipment Operator	1	
Public Works	0397	Water Meter Reader	1	
Public Works	0356	Water Meter Repair Technician	1	
Public Works	0152	Water Operations Crewleader	1	
Public Works	0371	Water Operations Leadworker	1	
Public Works	0461	Water Service Worker	1	
Public Works	0368	Water Systems Technician I	1	
Public Works	0369	Water Systems Technician II	1	
Public Works	0370	Water Systems Technician III	1	
Public Works	0449	Water Utility Locator	1	

**\*Note: unless otherwise indicated, uniforms are required for daily wear.**

**MUNICIPAL EMPLOYEES' ASSOCIATION**  
**EXHIBIT C – VEHICLE USE POLICY**

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**VEHICLE USE POLICY**

Section 1 - Purpose

The purpose of these regulations is to establish and implement City policies and procedures relative to the assignment, utilization and control of City-owned vehicles as transportation for employees who engage in official City business, to establish reimbursement procedures for privately-owned vehicles used for City business, and to clarify the City's responsibility for damage and/or liability for private vehicles used on official City business.

Section 2 - Scope

These regulations cover the use of City and private vehicles for conducting official City business and shall be applicable to all City departments and employees.

Section 3 - Policy

When necessary during the course of an employee's official duties, transportation or reimbursement therefore shall be provided by the City. In the event no City vehicle is available, the employee may use the personal vehicle with their approval of the Department Head. Employees authorized to drive either their own or a City-owned vehicle on official business must possess a valid California Driver License for the class of vehicle they will be operating. The transportation method authorized will be determined in terms of the best interests of the City. The general program set forth in this regulation will be implemented by the City Manager Office upon approval of the City Council and administered by the Department Heads in accordance with the policies herein established. It is the responsibility of each Department Head to enforce the provisions of this regulation as it relates to employees of his/her department.

City-owned vehicles shall only be used for official City business. City-owned vehicles shall not be driven to and kept at the employee's home or any location other than the regular work location or Corporation Yard, except as provided by this regulation.

Section 4 – Vehicle Use Criteria

I. Assigned Vehicles:

A. Assigned City vehicles may be taken home by employees whose residence is within ten (10) miles of City Hall for the uses as described below:

1. Executive use includes the City Manager, Assistant City Manager and Department Heads.
2. Emergency Response Units:
  - a. Employees who are required to respond more than once per week on an average without delay in order to protect the public health, safety and property.
  - b. Employees who are required to carry special emergency equipment in their vehicles, which must be utilized on a regular and frequent basis. (A radio in and of itself does not constitute special emergency equipment.)
3. Continuous use outside of regular working hours -- Employees who are called back on an unscheduled basis to perform official city business outside of regular working hours more than once per week on an average and who meet one of the following criteria:

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT C – VEHICLE USE POLICY**

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- a. Mileage driven on official City business exceeds an average of five hundred (500) miles per month, or
  - b. Who regularly and frequently supervises subordinates or conducts inspections in the field, or
  - c. Whose duties require the employee to be away from his/her base workstation greater than fifty percent (50%) of his/her working time, on an average.
- B. City vehicles, which shall not be taken home, may be assigned based on meeting one of the following criteria:
1. Monthly mileage driven exceeds an average of five hundred (500) miles per month and the vehicle is used for the purpose of supervision or inspection in the field, or
  2. Duties require the employee to be away from his/her workstation, greater than fifty percent (50%) of his/her working time, on an average.
- II. Reimbursement of Use of Personal Vehicle:
- A. Executive Use – The City Manager, Assistant City Manager and Department Heads may, at their option, receive the automobile allowance as established by Resolution.
  - B. Mileage Reimbursement -- Employees, upon authorization of their Department Head, may use their own vehicles on official City business and shall be reimbursed at current Internal Revenue Service (IRS) regulations while driving on official City business.
    1. Employees shall submit monthly claims for reimbursement to their Department Head
    2. Employees shall not be reimbursed for commuting to and from work, except that employees who are required to attend scheduled meetings outside of normal working hours may be reimbursed for mileage required.

Section 5 – Insurance Requirements

All privately-owned vehicles authorized to be used on official City business shall be insured by the individual employee in the minimum amount of fifty thousand dollars (\$50,000.00) public liability for any one person and one hundred thousand dollars (\$100,000.00) public liability for all persons, any one accident. They must also be insured for twenty thousand dollars (\$25,000.00) property damage and fifteen thousand dollars (\$15,000.00) for any one uninsured motorist and thirty thousand dollars (\$30,000.00) for all uninsured motorists any one accident. Employee private vehicle information shall be reviewed and updated annually by the respective departments. The record maintained should contain the following current information.

- Name of Employee
- Insurance Company
- Insurance Policy Number
- Amount of Coverage
- Operator's License
- Driver's License Expiration Date
- Insurance Expiration Date

**MUNICIPAL EMPLOYEES' ASSOICATION**  
**EXHIBIT C – VEHICLE USE POLICY**

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It shall be the Department Head's responsibility to insure that no privately owned vehicle is operated on City business without insurance coverage and a valid operator's license as required by this regulation.

Clarification on City Liability on Use of Private Vehicle:

In the event of damage to private vehicles, while on City business where a third party is negligent, the employee should collect damages (including insurance deductibles) from the third party. Where the employee is negligent, the City cannot be held liable for damages to the automobile, but the City can be held responsible for liability to third parties. The City shall be responsible to such employee for the first one hundred dollars (\$100.00) of comprehensive and/or collision damages suffered by such employee to the extent that such employee's personal automobile insurance policy does not cover such first one hundred dollars (\$100.00) damage. The employee's insurance policy is considered as the primary coverage, and the City liability begins after the limitations of the employee's coverage is exhausted.

In the event a City employee's personal vehicle is damaged due to accident/collision while being used for official City business and the employee is deprived the use thereof, the City shall furnish such employee with a vehicle during such time as is reasonably required to repair said employee's vehicle.

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT D – RETIREE MEDICAL SUBSIDY PLAN**

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**PROVISIONS OF THE RETIREE MEDICAL SUBSIDY PLAN**

Employees hired on or after October 1, 2014 shall not be eligible for this benefit.

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. On the date 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 sixty five (65) or on the date the retiree or dependent can first apply and become eligible, automatically or voluntarily, for medical coverage under Medicare (whether or not such application is made) the City's obligation to pay monthly premiums may be adjusted downward or eliminated. Benefit coverage at age sixty five (65) under the City's medical plans shall be governed by applicable plan document.
- 2. In the event the federal government or state government mandates an employer-funded health plan or program for retirees, or mandates that the City make contributions toward a health plan (either private or public) for retirees, the City's contribution rate as set forth in this plan shall first be applied to the mandatory plan. If there is any excess, that excess may be applied toward the City medical plan as supplemental coverage provided the retired employee pays the balance necessary for such coverage, if any.
- 3. 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, or 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**

- D. 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 service with the City of Huntington Beach. Said service must be continuous for ten (10) years unless prior service is reinstated at the time of his/her rehire in accordance with the City's Personnel Rules.

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT D – RETIREE MEDICAL SUBSIDY PLAN**

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- E. Disability Retirees - Industrial disability retirees with less than ten (10) continuous years of service shall receive a maximum monthly payment toward the premium for health insurance of one hundred twenty one dollars (\$121.00). Payments shall be in accordance with the stipulations and conditions that exist for all retirees. Payment shall not exceed the dollar amount that is equal to the full cost of premium for employee only.
- F. Marital Status – Married unit retirees eligible for benefits under the Retiree Medical Subsidy Plan may each receive the benefit earned pursuant to Section G – Maximum Monthly Subsidy Payments, whether enrolled individually as the plan enrollee or whether enrolled as a dependent on any City-sponsored medical plan.
1. In the case where a retired unit member is married to a City employee (active or retired) outside of this bargaining unit, this provision shall remain applicable.
  2. This provision shall apply to State of California registered domestic partners the same as married spouses.
  3. Upon City Council approval of this agreement, this provision shall become effective the first day of the month following MEA open enrollment for Medical plans.
- G. Maximum Monthly Subsidy Payments - All retirees, including those retired as a result of disability whose number of continuous years of service on the date of retirement exceeds ten (10), shall be entitled to a maximum monthly payment of premiums by the City 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

Note: The above 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

**MUNICIPAL EMPLOYEES' ASSOCIATION**  
**EXHIBIT D – RETIREE MEDICAL SUBSIDY PLAN**

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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.

H. 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.

I. Cancellation:

1. For retirees/dependents eligible for paid Part A of Medicare, the following cancellation provisions apply:
  1. Coverage for a retiree under the Retiree Medical Subsidy 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 COBRA continuation benefits effective as of the retiree's sixty-fifth (65th) birthday.
  2. Dependent coverage will be eliminated upon whichever of the following occasions comes first:
    - i. After thirty six (36) months of COBRA continuation coverage, or
    - ii. When the covered dependent reaches age sixty-five (65) and in the event such dependent reaches age sixty-five (65) prior to the retiree reaching age sixty-five (65).
  3. 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 Medical Subsidy Plan will be eliminated.

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT D – RETIREE MEDICAL SUBSIDY PLAN**

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2. Retiree Medical Subsidy Plan and COBRA participants shall be notified of non-payment of premium by means of a certified letter from Human Resources in accordance with the provisions of this Memorandum of Understanding.
  
3. 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.

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT E 9/80 WORK SCHEDULE**

**9/80 WORK SCHEDULE**

This work schedule is known as the "9/80." The 9/80 work schedule is designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA). 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 (2) week pay period by working eight (8) days at nine (9) hours per day and working one (1) day for eight (8) hours, with a scheduled unpaid lunch break during each work shift, totaling forty (40) hours in each FLSA workweek. 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. The FLSA workweek for each employee on a 9/80 schedule shall begin and end four (4) hours into that employee's regularly scheduled shift on the day of the week that the employee alternatively works an eight (8) hour shift and takes off. For example, employees on a 9/80 schedule who are assigned to the Civic Center shall have an FLSA workweek that starts and ends four (4) hours into the employee's regularly scheduled shift each Friday, as these employees may only have 9/80 schedules that provide for alternating Fridays off with working eight (8) hour days on Fridays. Employees may only take their lunch break on their eight (8) hour day after first having worked four (4) hours in that shift, unless the employee receives prior approval of their Supervisor, as overtime may occur in such situations.
- B. Two (2) 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 workdays totaling (thirty-six (36) hours) and one (1) four (4) hour Friday and those hours equal forty (40) work hours in each workweek (e.g. the Friday is split into four (4) hours for the A.M. shift, which is charged to workweek one and four (4) hours for the P.M. shift, which is charged to workweek two).
- C. A/B Schedules – To continue to provide service to the public every Friday, employees on a 9/80 schedule assigned to the Civic Center, 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	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	-	-	

**MUNICIPAL EMPLOYEES' ASSOCIATION**  
**EXHIBIT E 9/80 WORK SCHEDULE**

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- D. Schedule Changes – FLSA non-exempt employees cannot change their assigned schedules, without prior approval of their Supervisor, Department Head, and the Human Resources Director or designee. The purpose of this authorization is to review the impact on overtime. FLSA exempt employees may change their schedules at the beginning of any pay period with Supervisor and Department Head approval.
- 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 Manager, Department Head or designee may require such service from any of said employees.

Overtime Defined

FLSA Non-Exempt Employees – All non-exempt employees under the 9/80 work schedule shall earn overtime for all hours worked after the first forty (40) hours in their designated FLSA workweek as required under FLSA. Employees are required to obtain Supervisor authorization prior to working any overtime.

- 1. Overtime Compensation – As stated in Article IX.B.
- 2. Compensatory Time – As stated in Article IX.B.

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 Article XII.A.1.
- 2. Sick Leave – As stated in Article XII.A.3.
- 3. Bereavement Leave – As stated in Article XII.A.4.
- 4. Holidays
  - a. If a holiday falls on an FLSA non-exempt employee's flex day off, the employee must then take the work shift before or after the holiday off with their Supervisor and Department Head approval. If the employee cannot take the work shift before or after the holiday off, the employee will be credited General Leave with the number of hours of the employee's regularly scheduled work shift.
  - b. If a holiday falls on an FLSA exempt employee's flex day off, the employee must then take the work shift before or after the holiday off with Supervisor and Department Head approval. FLSA exempt employees shall not be granted any Administrative/General Leave or any added compensation for not taking a work shift off on a scheduled holiday.
- 5. Jury Duty - The provisions of the Personnel Rules shall continue to apply, however, if an FLSA exempt employee is called to serve on jury duty during a the employee's flex day off, Saturday or Sunday or on a City holiday, then the jury duty shall be considered the same as having occurred during the employee's day off from work; therefore, the employee will receive no added compensation.

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT F 4/10 WORK SCHEDULE**

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**4/10 WORK SCHEDULE**

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

4/10 Work Schedule Defined

The 4/10 work schedule shall be defined as working four (4) days for forty (40) hours in an FLSA workweek by working four (4) days at ten (10) hours per day, plus a minimum of thirty (30) minutes unpaid lunch during each work shift. The FLSA workweek shall be defined as Saturday 12:00:00 A.M. to Friday 11:59:59 P.M. 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.

Overtime Defined

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

1. Overtime Compensation – As stated in Article IX.B.
2. Compensatory Time – As stated in - Article IX.B.

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 - Article XII.A.1.
2. Sick Leave – As stated in Article XII.A.3.
3. Bereavement Leave – As stated in - Article XII.A.4.
4. Holidays

- a. If a holiday falls on an FLSA non-exempt employee's Friday off, the employee must then take the work shift before or after the holiday off with Supervisor and Department Head approval. If the employee cannot take the work shift before or after the holiday off, the employee will be credited with General Leave the number of hours of the employee's regularly scheduled work shift.

**MUNICIPAL EMPLOYEES' ASSOCIATION**  
**EXHIBIT F 4/10 WORK SCHEDULE**

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- b. If a holiday falls on an FLSA exempt employee's Friday off, the employee must then take the work shift before or after the holiday off with Supervisor and Department Head approval. FLSA exempt employees shall not be granted any Administrative/General Leave or any added compensation for not taking a work shift off on a scheduled holiday.
5. Jury Duty - The provisions of the Personnel Rules shall continue to apply, however, if an FLSA exempt employee is called to serve on jury duty during a normal Friday off, Saturday or Sunday or on a City holiday, then the jury duty shall be considered the same as having occurred during the employee's day off from work; therefore, the employee will receive no added compensation.

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT G – AGENCY SHOP AGREEMENT**

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**AGENCY SHOP AGREEMENT**

Legislative Authority

The City of Huntington Beach (City) and the Huntington Beach Municipal Employees Association (Association) mutually understand and agree that in accordance with State of California law, per adoption of SB 739 (specifically, Government Code Section 3502.5), the Association will be covered by an Agency Shop. As a result of this Agency Shop Agreement between the City and the Association, and as a condition of continued employment, this Agency Shop Agreement hereby requires that all bargaining unit employees represented by the Association:

1. Elect to join the Association and pay Association Dues;
2. Pay an Agency Fee for representation;
3. Or with a Religious exemption, pay a fee equal to the Agency Fee to be donated to selected charities.

The following Agency Shop Agreement will be implemented in conformity with California Government Code Section 3502.5 and applicable law and will be incorporated into any successor Memorandum of Understanding entered into between City and Association, unless rescinded pursuant to the terms of this Agreement.

Association Dues/Agency Fee Collection

Effective July 31, 2004, the City shall deduct Association Dues, Agency Fee and Religious Exemption Fees from all employees who have signed a written authorization, and a copy of that authorization has been provided to the Human Resources Director at least three weeks before that date. The authorization shall indicate whether Association Dues, Agency Fee or Religious Exemption Fees shall be deducted and shall be jointly developed by the City and the Association. Employees who do not sign the written authorization, or whose written authorization is not provided to the Human Resources Director at least three weeks before the beginning of the pay period when deductions under this Agency Shop Agreement are to begin, shall be subject to the Agency Fee deduction. Employees on leave without pay or employees who earn a salary less than the Association deduction shall not have Association Dues, Agency Fee, or Religious Exemption Fees deducted for that pay period.

The Agency Fee is a fee equal to direct representation costs as determined by the Association's certified financial report. The Association shall notify the Human Resources Director of the amount of the Association Dues and the Agency Fee to be deducted from the unit members' paychecks three weeks prior to the date of the first deduction and then once per year thereafter by September 1<sup>st</sup>, for implementation in the first full pay period beginning in October of each year.

New Hire Notification

Effective July 31, 2004, all new hires in the bargaining unit shall be informed by the Human Resources Director or designee, at the time of hire, that an Agency Shop Agreement is in effect for their classification, by providing a copy of this Agreement, the Memorandum of Understanding and a form, mutually developed between the City and the Association that outlines the employee's choices under the Agency Shop Agreement. The employee shall be provided thirty (30) calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the Human Resources Director. Deductions under this Agency Shop Agreement for new hires will start with the first full payroll period beginning thirty (30) days after

**MUNICIPAL EMPLOYEES' ASSOCIATION**  
**EXHIBIT G – AGENCY SHOP AGREEMENT**

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the new hire submits his/her selection to the Human Resources Director. The Association may request to meet with new hires at a time and place mutually agreed upon between the City and the Association.

Failure To Pay Dues/Fees

All unit employees who choose not to become members of the Association or resign from Association membership shall be required to pay to the Association a representation service fee (the Agency Fee referenced in this Agency Shop Agreement) that represents such employee's proportionate share of the Association's cost of legally authorized representation services on behalf of unit employees in their relations with the City. Such Agency Fee shall in no event exceed the regular, periodic membership dues paid by unit employees who are members of the Association. Unit employees who change their status (from Association member to Agency Fee payer or to Religious exemption, or vice-versa) after the effective date of this Agency Shop Agreement shall be subject to the terms of the changed status with the first full pay period beginning thirty (30) days or more after the employee informs the Human Resources Director of the change in writing on a form to be jointly developed by the City and the Association.

Religious Exemption

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to pay an Agency Fee, but shall pay by means of mandatory payroll deduction an amount equal to the Agency Fee to a non-religious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Those fees shall be remitted by the Association to any of the non-labor, non-religious charitable organizations offered by the Association for this purpose, at the choice of the employee.

To qualify for the Religious exemption the employee must provide to the Association a written statement of objection, along with verifiable evidence of membership in a religious body as described above. The City will implement the change in status, with the first full pay period beginning thirty (30) days or more after the employee submits the appropriate form to the City to change his/her status, unless notified by the Association in writing that the requested exemption is not valid. The City shall not be made a party to any dispute arising relative to the determination of Religious exemptions.

Records

The Association shall keep an adequate itemized record of its financial transactions and shall make a written financial report thereof, in the form of a balance sheet certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant, available annually, to the City, to Agency Fee payers and to unit members who elect the Religious exemption relating to this Agency Shop Agreement, within 60 days following the end of its fiscal year.

All forms submitted by an employee to the City, or by the Association on behalf of an employee, shall be retained by the City in the employee's personnel file.

The Human Resources Director or designee shall provide the Association a list of all unit members with dues paying status with each Association Dues check remitted to the Association. This list and the Association Dues shall be submitted by the City to the Association within three weeks of each pay period.

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT G – AGENCY SHOP AGREEMENT**

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Rescission Of Agreement

The Agency Shop Agreement may be rescinded at any time during the period of time that the Association remains the exclusive bargaining agent for the unit employees by a majority vote of all the employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least thirty percent (30%) of the employees in the unit. The election shall be by secret ballot and conducted by California State Mediation and Conciliation and in accordance with state law.

**INDEMNIFICATION**

The Association shall indemnify, defend and hold the City harmless from and against all claims and liabilities as a result of implementing and maintaining this Agency Shop Agreement.

The City and the Association recognize the right of the employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to join or participate in employee organization activities.

During the life of this Agreement all unit members who choose to become members of the Association shall be required to maintain their membership in the Association in good standing, subject however, to the right to resign from membership no sooner than April 15 or later than May 15, of any year this Agreement remains in effect. Any unit member may exercise the right to resign by submitting a written notice to the Association and to the City during the resignation period on the Deduction Authorization/Change in Status form. The change in deductions from the employee's payroll will be effective with the first full pay period beginning thirty (30) days or more after the Human Resources Director receives the employee's written notice.

The City and the Association agree that neither shall discriminate nor retaliate against any employee for the employee's participation or non-participation in any Association activity.

Payroll Deduction

Effective July 31, 2004, the City will deduct from each paycheck of unit employees, and remit to the Association, the normal and regular Association Dues and Agency Fees, in the timelines described as voluntarily authorized in writing by the employee, subject to the following conditions:

1. Such deductions shall be made only upon submission of a Deduction Authorization/Change in Status form to the Human Resources Director. Said form shall be duly completed and signed by the employee. If no form is completed by the employee, the employee shall be subject to the Agency Fee.
2. The City shall not be obligated to put into effect any new, changed or discontinued deduction until the first full pay period commencing thirty (30) days or longer after such submission.

Every effort will be made by the City to remit dues to the Association within three (3) weeks of receipt. The Association agrees to indemnify and hold the City harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the City for the purpose of complying with this Section.

**MUNICIPAL EMPLOYEES' ASSOCIATION**  
**EXHIBIT H – CATASTROPHIC LEAVE DONATION PROGRAM**

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Guidelines

1. Purpose

The purpose of the voluntary catastrophic leave donation program is to bridge employees who have been approved leave time to either; return to work, long-term disability, or medical retirement. Permanent employees who accrue vacation, general leave or compensatory time may donate such leave to another permanent employee when a catastrophic illness or injury befalls that employee or because the employee is needed to care for a seriously ill family member. The leave-sharing Leave Donation Program is Citywide across all departments and is intended to provide an additional benefit. Nothing in this program is intended to change current policy and practice for use and/or accrual of vacation, general, or sick leave.

2. Definitions

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

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

3. Eligible Leave

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

4. Eligibility

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

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

5. Transfer of Leave

The maximum donation credited to a recipient's leave account shall be the amount necessary to ensure continuation of the employee's regular salary during the employee's period of approved catastrophic leave. Donations will be voluntary, confidential and irrevocable. Hours donated will be converted into a dollar amount based on the hourly wage of the donor. The dollar amount will then be converted into accrued hours based on the recipient's hourly wage.

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

**MUNICIPAL EMPLOYEES' ASSOCIATION**  
**EXHIBIT H – CATASTROPHIC LEAVE DONATION PROGRAM**

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Employees wanting to make donations will submit a Leave Donation Form to the Finance Department (payroll).

All donation forms submitted to payroll will be date stamped and used in order received for each bi-weekly pay period. Multiple donations will be rotated in order to insure even use of time from donors. Any donation form submitted that is not needed will be returned to the donor.

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT H – CATASTROPHIC LEAVE DONATION PROGRAM**

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**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:
<b>Human Resources Department-Use Only</b>	
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:

Please return this form to the Human Resources Office for processing

**MUNICIPAL EMPLOYEES' ASSOCIATION  
EXHIBIT H – CATASTROPHIC LEAVE DONATION PROGRAM**

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**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: <input type="text"/> Hours of Vacation <input type="text"/> Hours of Exempt Compensatory Time <input type="text"/> 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:

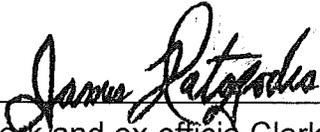
Eligible recipient employee's name (Last, First, MI):	
Donor Signature:	Date:

**Please submit to Payroll in the Finance Department.**

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

I, JOAN L. FLYNN the duly elected, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven; that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said City Council at a **Regular** meeting thereof held on **April 4, 2016** by the following vote:

**AYES:**        O'Connell, Sullivan, Katapodis, Hardy, Delgleize  
**NOES:**        Posey, Peterson  
**ABSENT:**     None  
**ABSTAIN:**    None

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