

RESOLUTION NO. 2010-13

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

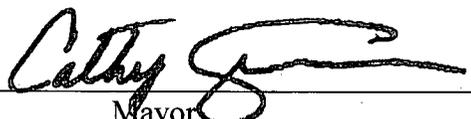
WHEREAS, on May 1, 2006, the City Council of Huntington Beach adopted Resolution No. 2006-19 for the purpose of adopting the Memorandum of Understanding (MOU) between the City and the Huntington Beach Police Officers' Association (HBPOA); and

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

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

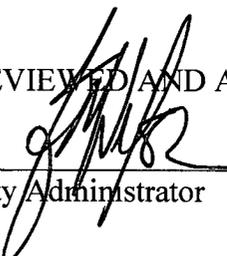
1. The Side Letter of Agreement attached hereto as **Exhibit A** is approved and adopted.
2. The Side Letter of Agreement amends the MOU between the City of Huntington Beach and the HBPOA.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 1st day of March, ~~200~~ 2010.



Mayor

REVIEWED AND APPROVED:



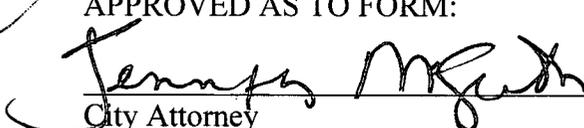
City Administrator

INITIATED AND APPROVED:



Director of Human Resources

APPROVED AS TO FORM:



City Attorney

2-9-10

**City of Huntington Beach
SIDE LETTER AGREEMENT**

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

TERM OF MOU EXTENSION

This Memorandum of Understanding (MOU) shall be extended for the period April 1, 2010 and ending at midnight September 30, 2011. HBPOA exclusively reserves the right to extend this extended MOU for up to an additional six (6) months through and including March 31, 2012.

CONCESSION ITEMS

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

1. ARTICLE XIV – MISCELLANEOUS

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

2. ARTICLE VI - SALARY SCHEDULE AND PERS PICKUP

B. Non-Sworn PERS Pickup Article VI. B. is hereby modified such that the combined City-paid and employee-paid contribution equals 8%. Effective the pay period beginning April 3, 2010, the City shall pay 4.75% of each employee's "compensation earnable" of the employer-paid contribution of 8%. All non-safety employees covered by this agreement shall pay 4.25% of "compensation earnable" towards the employer-paid contribution of 8%.

C. Sworn PERS Pickup

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

3. PERSONNEL RULE 5-21. REEMPLOYMENT LISTS - MODIFIED

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

CHANGES TO EXISTING MOU NOT SUBJECT TO SUNSET CLAUSE

ARTICLE VII - SPECIAL PAY

A. Police Professional Development Plan

1. The Professional Development Plan for sworn personnel shall be as follows:

a. College Degree Program

- i. Upon earning an AA Degree or attaining "Junior status" in a degree program, an employee shall be paid three percent (3%) of base hourly rate of pay in addition to other compensation.
- ii. Upon earning a BA/BS Degree, an employee shall be paid six percent (6%) of base hourly rate of pay in addition to other compensation. This pay is in lieu of pay received under sub-section (a)i above.
- iii. College Degrees or College Units under this program shall conform to POST standards for accreditation as noted in POST Regulation 9070 (c)(1)(A) and (B)

G. Holidays

2. Holidays Worked - Employees who work on a recognized City holiday shall be compensated Shift Differential Pay. Holiday Shift Differential Pay is available to all members of the HBPOA that are regularly scheduled to work a recognized holiday. Members shall receive Shift Differential Pay equal to fifty percent (50%) of their regular rate of pay for all time actually worked from 12:00 A.M. through 11:59 P.M. on the recognized holiday.

ARTICLE IX - HOURS OF WORK/OVERTIME

B. Other Time:

3. Subpoena Compensation

- b. On-Call Court Time - Employees required to be on-call for a court appearance during other than their scheduled working hours shall be paid a minimum of three (3) hours pay at their regular rate of pay for each morning and afternoon court session provided, however, that if such time overlaps with the employee's scheduled working hours, said rate shall be limited to those hours occurring prior to or after the employee's scheduled work time. On-Call Court Time shall not be considered hours worked for the purpose of calculating overtime. Employees shall not be paid On-Call Court Time if Court Appearance Time is paid.
- c. Cancelled Subpoenas - Employee shall be paid two (2) hours of pay at their regular rate of pay for subpoenas cancelled with less than twenty-four (24) hours notice.

ARTICLE XI - RETIREMENT

A. Safety Employee Retirement Benefits:

1. 3% @ Age 50 Plan - The City shall provide the 3% @ Age 50 retirement formula set forth in California Government Code Section 21362.2 for all safety employees represented by the Association.

If at any time after the implementation of the 3% at age 50 formula the City is required to make retirement contributions with respect to employees represented by the Association, the amount with respect to which each employee is reimbursed pursuant to Article VI.C shall be reduced by a percentage equal to one-half of the percentage of compensation earnable the City is required to pay in retirement contributions to PERS, not to exceed 2.25%. For example, if the City is required to contribute an amount equal to 2% of each employee's "compensation earnable." The amount of the reimbursement set forth in Article VI.C shall be reduced from 9% of the employee's compensation earnable to 8% of the employee's compensation earnable. If, on the other hand, the City is required to contribute an amount equal to 8% of each employee's "compensation earnable," the amount of the reimbursement set forth in Article VI.C shall be reduced to 6.75% of the employee's compensation earnable.

B. Miscellaneous Employee Retirement Benefits:

1. 2.5% @ Age 55 Plan (California Government Code Section 21354.4) – Members of the City's miscellaneous retirement plan with the California Public Employee Retirement System (CalPERS) shall receive the 2.5% at age 55 CalPERS retirement plan.

THE BELOW LISTED PREVIOUSLY AGREED TO SIDE LETTERS ARE HEREBY INCORPORATED INTO THE HBPOA MOU

ARTICLE VI – SALARY SCHEDULE AND PERS PICKUP

- B. Non-Sworn PERS Pickup - Each non-sworn employee covered by this agreement shall be reimbursed an amount equal to 8% of the employee's part of his or her PERS contribution. The above PERS pickup is not base salary but is done pursuant to Section 414(h)(2) of the Internal Revenue Code (Reference Resolution No. 2007-88).

ARTICLE X – HEALTH AND OTHER INSURANCE BENEFITS

8. Post Retirement Medical Reimbursement Program

~~The parties agree that in lieu of establishing a Health Savings Account (HSA) pursuant to the previous MOU, the City shall discuss with Association and will implement a pre-tax post-retirement medical reimbursement program within ninety (90) days of ratification. During the term of this Agreement, the Association reserves the right to meet and confer on employee funding of a pre-tax post-retirement medical reimbursement program through wage increases implemented by this Agreement. At any time after April 1, 2008, the Association reserves the right to meet and confer on any potential employer funding of a pre-tax post-retirement medical reimbursement program.~~

A. HEALTH

8. EMPLOYEE WELFARE BENEFIT TRUST FUND

The City authorizes the HBPOA to participate in an employee welfare medical benefit trust fund program, called the PORAC Retiree Medical Trust, provided the following conditions are adhered to:

1. The City and HBPOA agree that the City shall not provide any contribution to the program.
2. Effective 5/31/08, City shall withhold \$100.00 monthly for each represented employee. Thereafter, said withholding shall be in an amount as designated in writing by the HBPOA. Deductions shall be taken on the first two checks of each month.
3. HBPOA shall pay all associated expenses incurred for participation in the program.
4. Upon request, the HBPOA shall provide documentation to the City as follows:
 - a. A copy of the in-force employee medical welfare benefit trust fund program;
 - b. A statement certifying that funds collected are for employee welfare medical benefits for HBPOA represented employees only;
 - c. A copy of the current program document as well as any changes of amendments, or written confirmation that there have been no changes as employee medical welfare benefit trust fund program provider;
 - d. Verification of the funds submitted to the PORAC Retiree Medical Trust, and
 - e. A statement certifying that the submitted funds are only being utilized to provide employee welfare medical benefit trust funds for participating members including members of the HBPOA.
5. City shall pay the withheld funds to the PORAC Retiree Medical Trust bi-weekly.
6. All Federal and State laws regarding employee medical welfare benefit trust funds coverage shall be followed.
7. HBPOA agrees that it will indemnify and hold harmless the City as well as all direct or indirect successors, officers, directors, heirs, predecessors, assigns, agents, insurers, employees, attorneys, representatives, and each of them, past and present, from and against any claims, lawsuits, penalties, interest, taxes, or liability of any kind whatsoever, which may result from the qualified employee welfare benefit trust fund program (Reference Resolution No. 2008-35).

- C. Retirement Benefits for Safety and Miscellaneous Employees – Self Funded Supplemental Retirement Benefit – In the event a PERS member elects Option #1, #2, #2W, #3, #3W or #4 of the Public Employee's Retirement law, and the member is a unit employee who was hired prior to July 6, 1998, the City shall pay the difference between such elected option and the unmodified allowance which the member would have received for his/her life alone as provided in California Government Code sections 21455, 21456, 21457, 21458, and 21459 as said referenced Government Code sections exist as of the date of this agreement. This payment shall be made only to the member, shall be payable by the City during the life of the member, and upon that member's death, the City's obligation shall cease. The method of funding this benefit shall be at the sole discretion of the City. All unit employees hired after July 6, 1998 shall not be eligible for this benefit (Reference Resolution No. 2009-12).

ARTICLE XII – LEAVE BENEFITS

I. Deferred compensation/Leave Benefit Cash Out

The value of any unused earned leave benefits (sick, vacation, general leave) shall be transferred to deferred compensation or a qualified medical retirement trust program in connection with separation from employment, but only during the time the employee is actively employed with the City. Any transfer to the qualified medical retirement trust

program shall be on a pre-tax basis. The employee must request the transfer no later than the pay period prior to the employee's last day of employment. Any unused earned leave benefits remaining upon separation will be transferred to the qualified medical retirement trust program on a pre-tax basis (Reference Resolution No. 2008-35).

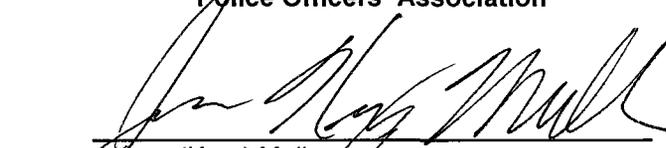
Side-Letter Implementation

The provisions contained in this side letter are effective April 3, 2010 following approval by the City of Huntington Beach City Council and will remain in full force and effect unless otherwise specifically modified, either by subsequent side-letter or a successor memorandum of understanding.

IN WITNESS WHEREOF, the parties have caused this SIDE LETTER AGREEMENT to be executed by and through their authorized officers on MARCH 01, 2010.

**Huntington Beach
Police Officers' Association**

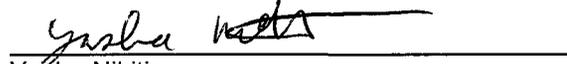
City of Huntington Beach



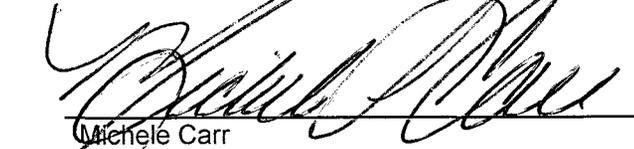
James (Kreg) Muller
President
Dated: 02/26/10



Fred A. Wilson
City Administrator
Dated: _____



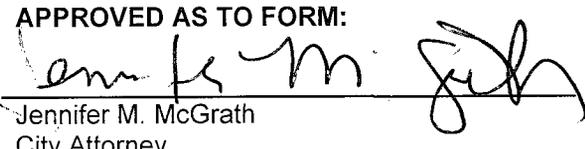
Yasha Nikitin
Vice-President
Dated: 03/01/10



Michele Carr
Director of Human Resources
Dated: 2-17-10



Ken Small
Police Chief
Dated: 2-17-2010

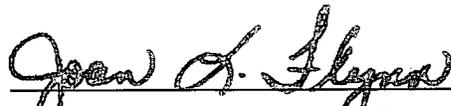
APPROVED AS TO FORM:


Jennifer M. McGrath
City Attorney
Dated: 2-24-10

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 **March 1, 2010** by the following vote:

AYES: Carchio, Coerper, Hardy, Green, Bohr, Dwyer, Hansen
NOES: None
ABSENT: None
ABSTAIN: None



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