

RESOLUTION NO. 2011-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH APPROVING AND IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE HUNTINGTON BEACH MARINE SAFETY MANAGEMENT ASSOCIATION (MSMA) [FORMERLY MARINE SAFETY OFFICERS' ASSOCIATION – MSOA], FOR OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2013

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 Marine Safety Management Association (“MSMA”), 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, 2011, through September 30, 2013.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on this 3rd day of October, 2011.



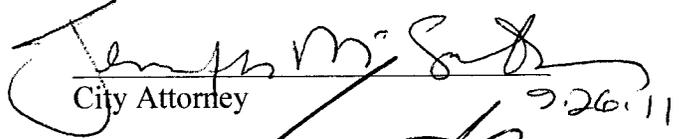
Mayor

REVIEWED AND APPROVED:



City Manager

APPROVED AS TO FORM:



City Attorney 9.26.11

INITIATED AND APPROVED:



Director of Human Resources

**MARINE SAFETY MANAGEMENT ASSOCIATION
2011- 2013 MEMORANDUM OF UNDERSTANDING
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MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF HUNTINGTON BEACH
(Hereinafter called CITY)
and
THE HUNTINGTON BEACH MARINE SAFETY MANAGEMENT ASSOCIATION
(Hereinafter called ORGANIZATION or MSMA)

PREAMBLE

WHEREAS, pursuant to California law, the City and the representatives of the Association, a duly recognized employee association, have met and conferred in good faith and reached a full agreement concerning wages, hours, and other terms and conditions of employment.

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

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

NOW THEREFORE, this Memorandum of Understanding is made, to become effective October 1, 2011, and it is agreed as follows:

ARTICLE I - TERM OF MOU

This Memorandum of Understanding shall be in effect for a term commencing on October 1, 2011 and ending at midnight on September 30, 2013. No further improvements or changes in the salaries and monetary benefits of the employees represented by the Association shall take effect during the term of this agreement and the Association expressly waives any right to request any improvements or changes in salaries or monetary benefits for the employees represented by the Association which would take effect prior to October 1, 2013, and the City of Huntington Beach, through its representatives, shall not be required to meet and confer as to any such request.

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ARTICLE II - REPRESENTATIONAL UNIT/CLASSIFICATIONS

It is recognized that the Marine Safety Management Association is the employee organization, which has the right to meet and confer in good faith with the City on behalf of the employees of the Huntington Beach Community Services Department within the following classification and assignment titles:

Marine Safety Lieutenant
Marine Safety Officer II
Marine Safety Officer I

ARTICLE III - MANAGEMENT RIGHTS

The parties agree that the City has the right to unilaterally make decisions on all matters outside the scope of bargaining. Furthermore, 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 marine safety 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 Director or the City the right to make unilateral changes in wages, hours, and terms and conditions of employment. Such rights include, but are not limited to, consideration of the merits, necessity, level or organization of City services, including establishing manning requirements, overtime assignments, number and location of work stations, nature of work to be performed, contracting for any work or operation, reasonable employee performance standards, including reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable for the performance of City services. The parties agree to meet and confer during the term of this agreement on revisions, changes, modifications and additions to the Personnel Rules and/or Department Rules when requested by City.

ARTICLE IV - EXISTING CONDITIONS OF EMPLOYMENT

Except as otherwise expressly provided herein, the adoption of this Memorandum of Understanding shall not change existing benefits and terms and conditions of employment which have been established in prior Memoranda of Understanding between City and the Association.

ARTICLE V - SALARY

Classification and Salary Schedule

Employees shall be compensated at rates by classification title and salary range during the term of the agreement as set out in Exhibit A attached hereto and incorporated herein.

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A. Wage Increases

There are no scheduled wage increases for the term of the agreement.

ARTICLE VI - SPECIAL PAYA. Education Incentive Pay

Employees who possess a degree from an accredited college shall be eligible to receive education incentive pay as follows:

1. Bachelor's Degree – three percent (3%) above the base hourly rate
2. Associate's Degree – two percent (2%) above the base hourly rate
3. The maximum education incentive pay shall be three percent (3%).
4. All current employees who do not possess the degrees listed above shall continue to receive the education incentive pay in effect as of September 19, 2005. Such pay shall not increase unless an employee obtains one of the degrees listed above. In the event an employee obtains an Associate's or Bachelor's degree, only the special pay in #1 or #2 above shall apply and the following Education Incentive Level Plan shall no longer apply:

Education Incentive Level	College Units	Maximum Training Points	Years of Service	Continuing Education College Units Required Annually	Monthly Amount
1	30	10	1	6	\$ 50
2	60	20	2	3	75
3	90	30	2	3	100
4	120		3	3	150
5	150		4	0	150

5. Employees hired after September 19, 2005 who do not possess a Bachelor's or an Associate's degree shall not be eligible for education incentive pay until a degree is attained.

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B. Acting Assignment Pay

1. When formally assigned to perform in an acting capacity in the absence of the Marine Safety Chief, a Marine Safety Lieutenant shall be compensated for each full hour worked at the rate of twelve and one-half percent (12 ½%) of the employee's base hourly rate of pay.
2. Acting Chief selection shall be made at the discretion of the Department Head or designee and seniority will not be the controlling criteria.

C. Certification Pay

1. Marine Safety Officer II (MSO II) – Employees classified as MSO II shall receive five percent (5%) above their base hourly rate for maintaining active certification in all of the following: SCUBA/Rescue, ICS (Incident Command System) 100 and 200; Instructor 1A and 1B; SCUBA/Dry Suit; and Instructor Emergency Response Red Cross.
2. Marine Safety Lieutenant – Employees classified as Marine Safety Lieutenant shall receive five percent (5%) above their base hourly rate for maintaining active certification in all of the following: ICS (Incident Command System) 300; Command 1A and 1B; and Management I.

D. Holiday Pay-In-Lieu

In addition to regular compensation, employees shall receive, each month, one-twelfth (1/12) of the total holiday hours (80) earned for the year. Employees shall be entitled to an additional eight (8) hours of pay at their regular rate for any day declared by the President of the United States to be a national holiday, or any day declared by the Governor of the State of California to be a state holiday, if such day is adopted by the City Council of the City of Huntington Beach as a special holiday for City employees (i.e., day of mourning).

1. Holidays Specified - The holidays governed by this MOU are listed below.
 - New Years Day
 - Martin Luther King Holiday
 - Presidents Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Day After Thanksgiving
 - Christmas Day

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E. Bilingual Skill

Employees who are approved by their Department Head to use their bilingual abilities as part of their job assignment shall be paid an additional five percent (5%) above their base hourly rate. Said employees must be tested and be certified by the Human Resources Director or designee as to their language proficiency in order to be eligible for said compensation. Eligibility for bilingual pay shall be limited to the following languages: Spanish, Vietnamese, French, German, Japanese and sign language.

F. Effective Date of Special Pay

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

G. No Pyramiding of Special Pay

Each special pay that is a percentage of base hourly pay shall not be counted towards the value of any other special pay.

H. Reporting to PERS

Pursuant to state law and regulations, compensation paid as a result of this Article shall be reported to the California Public Employees' Retirement System (CalPERS) as special compensation.

ARTICLE VII - UNIFORMS, CLOTHING, TOOLS AND EQUIPMENT

A. General Policy

The City provides uniforms to employees on active duty who are required to wear a standard uniform for appearance, uniformity, and public recognition purposes.

B. Affected Employees

All employees shall wear a standard City uniform, as provided in the City of Huntington Beach Community Services Department General Order III. The Department Head shall determine which employees must wear a uniform.

C. Personal Protective Equipment

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

D. Employee Responsibilities

1. To wear a clean and complete uniform as required.

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2. Uniform appearance shall be worn with pride in appearance to the public i.e., shirt buttoned, shirt tail tucked in, etc.
3. To wash and provide minimum repair i.e., buttons, small tears, etc.
4. To not wear the uniform for other than City duties or work.
5. To notify supervisor of the need to replace due to disrepair or severe staining producing an undesirable appearance.
6. To turn in all uniform components, including patches upon separation from employment.
7. To turn in all personal protective equipment upon separation from employment.
8. To wear all personal protective equipment prescribed by the City safety officer and/or Supervisor of the division.

E. City Responsibilities

1. To provide or pay for required uniforms.
2. The City will report to CalPERS the average annual cost of uniforms for each employee as special compensation in accordance with Title 2, California Code of Regulations, Section 571(a)(5). For employees who are not required to wear a uniform on a daily basis or who are not actively employed for an entire payroll calendar year, a prorated cost of uniforms shall apply.

ARTICLE VIII - HOURS OF WORK/OVERTIME

A. Hours of Work Defined

For purposes of this article, calculating overtime, approved vacation, sick leave and compensatory time shall count as hours worked.

B. Overtime/Compensatory Time

1. Paid Overtime

- a. Overtime is defined as one and one half (1 1/2) times the employee's regular rate of pay for all time worked in excess of their scheduled work shift.
- b. Regular rate of pay is defined as the employee's base hourly rate of pay plus their eligible special pays.

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2. Compensatory Time

Employees may elect to receive compensatory time off that may be earned to a maximum of one hundred twenty (120) hours in lieu of such overtime pay.

Employees may convert up to sixty (60) hours of compensatory time to cash at the employee's regular rate of pay once per calendar year.

3. Court Time

a. Court Standby

Employees required to be on standby for a court appearance during other than their scheduled working hours shall receive a minimum of two (2) hours their regular rate of pay for each morning and afternoon court sessions.

b. Court Appearance

Employees required to appear in court during other than their scheduled working hours shall receive a minimum of three (3) hours at the overtime rate.

4. Holidays Worked

Employees who work on the following holidays shall be compensated at the overtime rate for all hours worked:

1. New Years Day
2. Martin Luther King Holiday
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day After Thanksgiving
10. Christmas Day

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C. 4/10 Work Schedule Defined

The 4/10 work schedule shall be defined as working four (4) days, ten (10) hours per day, for a total of forty (40) hours per week.

The 4/10 work schedule is designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA). All employees on the 4/10 work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions which, in the opinion of the City Administrator, Community Services Department Director or their designee, may require such service from any of said employees.

D. Standby

An employee who is authorized to be on standby status by their Supervisor shall be compensated two (2) hours at the overtime rate for each eight (8) hour standby period, or any part thereof. A Supervisor shall notify an available employee, in advance, of the need to be on standby status.

ARTICLE IX - HEALTH AND OTHER INSURANCE BENEFITSA. Health

The City shall continue to make available group medical, dental and vision benefits to all association employees. The effective date for medical, dental and vision coverage is the first of the month following date of hire. Effective the first of the month following the employee's date of hire, any required employee payroll deduction shall begin with the first full pay period following the effective date of coverage and shall continue through the end of the month in which the employee separates, unless otherwise precluded by CalPERS PEMCHA. All employee contributions shall be deducted on a pre-tax basis.

A copy of the medical, dental and vision plan brochures may be obtained from the Human Resources Office.

1. California Public Employees' Retirement System - Public Employees' Medical and Hospital Care Act (CalPERS PEMHCA)

The City presently contracts with CalPERS to provide medical coverage. The City is required under CalPERS PEMHCA to make a contribution to retiree medical premiums. A retiree's right to receive a City contribution, and the City's obligation to make payment on behalf of retirees, shall only exist as long as the City contracts with CalPERS for medical insurance. In addition, while the City is in CalPERS, its obligations to make payments on behalf of retirees shall be limited to the minimum payment required by law.

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a. PEMHCA Employer Contributions

The City shall contribute on behalf of each employee, the mandated minimum sum as required per month toward the payment of premiums for medical insurance under the PEMHCA program. As the mandated minimum is increased, the City shall make the appropriate adjustments by decreasing its flex benefits contribution accordingly as defined in the following sub-section.

b. Maximum Employer Contributions Toward Flex Benefits

For the term of this agreement, the City's maximum monthly employer contribution for each employee's medical and vision insurance premiums are set forth as follows:

- i. Effective January 1, 2012, the City Contribution shall remain at the same level as the Employer Monthly Contribution for all medical and vision plans as of January 1, 2011. This shall be the sum of the participating Orange County Blue Shield HMO-PEMHCA Plan plus the VSP Vision Plan premiums for each of the following categories:

- a. Employee only ("EE")
- b. Employee + one dependent ("EE" + 1)
- c. Employee + two or more dependents ("EE" + 2)

The maximum City Contribution shall be based on the employee's enrollment in each plan. The parties agree that the required PEMHCA contribution is included in this sum stated in the sub-section above. If the employee enrolls in a plan wherein the costs exceed the City Contribution, the employee is responsible for all additional premiums through pre-tax payroll deductions.

- ii. Effective January 1, 2013, the City Contribution in each category shall not increase. Any increase in premiums above the 2012 Contribution Cap will be the responsibility of the employee.
- iii. In the event the Orange County Blue Shield HMO Plan is no longer a PEMCHA option, the City's contribution for 2012 and 2013 shall not increase.

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2. Dental Insurance

The annual maximum benefit for the Delta Dental PPO plan is \$2000 (two thousand dollars).

- a. Effective January 1, 2012, the maximum City Contribution shall be equivalent to the premium for the Delta Dental PPO plan based on the employee's enrollment of employee only ("EE"), employee plus one dependent ("EE+1") or employee plus two or more dependents ("EE+2") as reflected in the Employer Monthly Contribution rates for January 1, 2011.
- b. Effective January 1, 2013, the City Contribution shall not increase. It shall remain at the same contribution level as January 1, 2012.

3. Retiree (Annuitant) Coverage

As required by the Government Code, retired employees (annuitants) shall have available the ability to participate in the PEMHCA program. The City's requirement to provide retirees and/or annuitants medical coverage is solely governed by the Government Code that requires the City to extend this benefit to retirees (annuitants). While the City is contracted with CalPERS to participate in the PEMHCA program, CalPERS shall be the sole determiner of eligibility for retiree and/or annuitant to participate in the PEMHCA program.

a. City Contribution (Unequal Contribution Method) for Retirees

As provided by the Government Code and the CalPERS Board, and requested by the Association, the City shall use the Unequal Contribution Method to make City contributions on behalf of each retiree or annuitant. The starting year for the unequal contributions method is 2004 at \$1.00 per month. The City's contribution for each annuitant shall be increased annually by five percent (5%) of the monthly contribution for employees, until such time as the contributions are equal. The Service Credit Subsidy will be reduced every January 1st by an amount equal to any required amount to be paid by the City on behalf of the retiree (annuitant). The City shall make these payments only while the City is a participant in the PEMHCA program.

b. Termination of Participation in the CalPERS PEMHCA program – Impact to Retirees

The City's requirement to provide retirees (annuitants) medical coverage is solely governed by the Government Code requirement that PEMHCA agencies extend this benefit to retirees (annuitants). If by agreement between the Association and the City or if the City elects to impose

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termination of its participation in the PEMHCA program, retirees (annuitants) shall no longer be eligible for City provided medical insurance.

In the event that the City terminates its participation in the PEMHCA program, the retiree medical subsidy program in place in Resolution No. 2000-123 Exhibit D to the Memorandum of Understanding shall be reinstated. The City shall make any necessary modifications to conform to the new City sponsored medical insurance plan.

4. Additional Costs for Participation in the PEMHCA program

a. Retiree and/or Annuitant Coverage

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

Each January 1st the amount per month paid to the City for each retiree and/or annuitant described above shall increase by the amount PEMHCA requires the City to pay on behalf of each retiree (annuitant). Article IX.A.3.a. provides an example of expected payments per retiree or annuitant per month.

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

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

b. Termination Clause

The City and Association may each request termination of the City's contract with CalPERS after the announcement of State Legislation, Judicial Rulings, or a CalPERS Board Action that changes the employer's contribution, insurance premiums or program changes to the CalPERS medical plan.

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The City and Association may elect to terminate its participation in the CalPERS PEMHCA program by mutual agreement through the meet and confer process between the Association and the City.

B. Medical Cash-Out

If an employee is covered by a medical program outside of a City-provided program (evidence must be supplied to the Human Resources Department, they may elect to discontinue City medical coverage and receive ninety two dollars and thirty-one cents (\$92.31) bi-weekly to deposit into their Deferred Compensation account or any other pre-tax program offered by the City so long as the contribution is in accordance with applicable Internal Revenue Code or regulations. An employee may elect to discontinue vision coverage. The employee premium paid for vision coverage will be applied toward medical premium, unless the employee opts out of the City's medical plan (in which case the employee will not receive the cash benefit).

C. Section 125 Employee Plan

The City shall provide an Internal Revenue Code section 125 employee plan that allows employees to use pre-tax salary to pay for regular childcare, adult dependent care and/or unreimbursed medical expenses as determined by the Internal Revenue Code.

D. Life and Accidental Death and Dismemberment (AD&D) Insurance Coverage

The City will provide fifty thousand dollars (\$50,000) of term life insurance and fifty thousand dollars (\$50,000) of AD&D insurance coverage for each employee at the City's cost, without evidence of insurability other than evidence of full time employment status. Optional insurance is available at the employee's own cost.

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E. Long Term Disability Insurance

1. The existing long-term disability program provided to employees by the City shall remain in effect. The existing long-term disability program has a sixty (60) calendar day qualifying period. After the sixty (60) calendar day qualifying period¹, the employee will be covered by an insurance plan paid for by the City which will provide 66 2/3% of the employee's salary rate (excluding overtime and any special pay) up to a maximum of \$10,000 a month in accordance with the following:

	Disability Due to Accident	Disability Due to Illness
First 60 Days	Regular Pay	Regular Pay
Next 24 Months	66 2/3% of Base Pay	66 2/3% of Base Pay
To age 65	66 2/3% of Base Pay	None

Days and months refer to calendar days and months

2. The LTD Plan is integrated with Workers' Compensation, Social Security and other non-private program benefits to which entitled.
3. Disability is defined as the inability to perform all of the duties of the employee's regular occupation during two (2) years and thereafter the inability to engage in any employment or occupation for which he/she is fitted by reason of education, training or experience.
4. The LTD Plan provides for a Survivors' benefit payment for three (3) months beyond the employee's death.
5. The terms and conditions of the disability insurance coverage are set forth in the policy, a copy of which is on file in the Human Resources Division office. In the event of any conflict between the policy and this article, the policy shall control. The City may change insurance companies, policies, or self-insure this benefit, provided that the plans shall remain comparable to that currently in effect.

¹ Please note that Article XI Section C. Sick Leave Compensation provides up to sixty (60) calendar days paid sick leave per incident or illness.

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ARTICLE X - RETIREMENT

A. Benefits1. Public Employees' Retirement System

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.

2. Self-Funded Supplemental Retirement Benefit

In the event an employee elects Option #1, Option #2, #2W, Option #3, #3W or Option #4 of the Public Employees' Retirement Law, and the employee is a unit employee who was hired before November 2, 1998, the City shall pay the difference between such elected option and the unmodified allowance which the employee would have received for his or her life alone as provided in California Government Code Sections 21455, 21456, 21457, and 21458 as said referenced Government Code sections exist as of the date of this agreement. This payment shall be made only to the employee, shall be payable by the City during the life of the employee, and upon that employee's death, the City's obligation shall cease. The method of funding for this benefit shall be at the sole discretion of the City. This benefit is vested for employees hired before November 2, 1998. All unit employees hired on or after November 2, 1998 shall not be eligible for this benefit.

3. 1959 Survivors' Benefit Level IV

Members of the City's safety retirement plan shall be covered by the Fourth Level of the 1959 Survivor Benefit.

4. Medical Insurance for Retirees

As required by the Government Code, while the City is contracted with CalPERS to participate in the PEMHCA program, retired employees (annuitants) shall have available the ability to participate in the Public Employees' Medical and Hospital Care Act (PEMHCA) program. CalPERS shall be the sole determiner of eligibility for retiree (annuitant) to participate in the PEMHCA program.

B. Public Employees' Retirement System Reimbursement and Reporting:1. Employees' Contribution:

Each employee covered by this agreement shall be reimbursed an amount not to exceed nine percent (9%) of the employee's base salary plus education incentive pay as pickup of a portion of each employee's CalPERS contribution. The above

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CalPERS pickup is not base salary but is done pursuant to Section 414(h)(2) of the Internal Revenue Code.

- a) Each employee covered by this agreement shall contribute 5.5% towards the employee share of CalPERS effective the pay period beginning October 1, 2011, through and including the end of the pay period that includes September 30, 2012.
- b) Each employee covered by this agreement shall contribute 6.25% towards the employee share of CalPERS effective the beginning of the pay period that includes October 1, 2012, and thereafter.

C. Health Savings Account for Post Retirement Medical Benefits

The City shall implement a voluntary health savings account plan during the term of the agreement for the purpose of allowing employees the opportunity to fund post medical retirement health premiums.

D. Pre-Retirement Optional Settlement 2 Death Benefit

The City provides its safety employees Pre-Retirement Optional Settlement 2 Death Benefit.

ARTICLE XI - LEAVE BENEFITS

A. Vacation:

The purpose of annual vacation is to provide a rest period, which will enable each employee to return to work physically and mentally refreshed.

- 1. Accrual: Employees in City service, having an average workweek of forty (40) hours (full time), shall accrue annual vacations with pay in accordance with the following:

Years of Service	Vacation Allowance
First through Fourth Year	112 hours
Fifth through Ninth Year	136 hours
Tenth through Fourteenth Year	160 hours
Fifteenth Year and Thereafter	192 hours

- 2. Eligibility and Permission

- a. For the purpose of computing vacation, an employee's anniversary date shall be the most recent date on which he/she commenced full-time City employment.
- b. Permanent, part-time employees assigned a work schedule of less than thirty (30) hours but more than twenty (20) hours per week shall receive vacation in one-half the amounts set forth above. Employees assigned to a workweek of

MARINE SAFETY MANAGEMENT ASSOCIATION

less than forty (40) and more than thirty (30) hours per week shall receive vacation in three-fourths (3/4) the amounts set forth above.

- c. No employee shall be permitted to take a vacation in excess of actual time earned and vacation shall not be accrued in excess of three hundred twenty (320). Vacations shall be taken only with permission of the Department Head; however, the department head shall schedule all vacations with due consideration for the wish of the employee and particular regard for the need of the department.

3. Conversion to Cash

An employee may elect to take up to eighty (80) hours of pay per fiscal year for accrued vacation in lieu of time off. It is the intent of the parties that employees will take vacation during the fiscal year.

a. Pay-Off at Separation from Employment

Upon separation from employment the terminating employee shall receive compensation at his/her current regular rate of pay for all unused, earned vacation to which he/she is entitled up to and including the effective date of his/her separation from employment.

B. Sick Leave

As of July 31, 1974, all sick leave accumulation was frozen for purposes of payoff upon termination and no additional time will be accumulated. Salary continuation for approved sick leave is covered under Article IX.E.

C. Time Off for Injury or Illness

All employees shall be entitled to use up to sixty (60) calendar days paid leave per injury or illness. This leave shall not accumulate or have any cash value as such employees may not cash out unused leave upon separation of employment from the City

D. Family Leave Benefit Entitlements

As employees do not accrue sick leave, all employees will be allowed to use up to (sixty) 60 hours per calendar year for to care for a child, parent, spouse, or registered domestic partner during illness.

The City will provide family and medical care leave for eligible employees that meet all requirements of State and Federal law. Rights and obligations are set forth in the Department of Labor Regulations implementing the Family Medical Leave Act (FMLA), and the regulations of the California Fair Employment and Housing Commission implementing the California Family Rights Act (CFRA).

MARINE SAFETY MANAGEMENT ASSOCIATION

The City shall comply with all State and Federal leave benefit entitlement laws. An employee on an approved leave shall be allowed to use paid sick leave and earned vacation, and/or compensatory time for the duration of the approved leave.

E. Bereavement Leave

Employees are entitled to bereavement leave not to exceed three (3) working days per calendar year per incident 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, stepgrandmother, grandchildren, stepsisters, stepbrothers, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepchildren, or wards of which the employee is the legal guardian.

F. Deferred Compensation/ Leave Cash-Out

The value of any unused earned leave benefits may be transferred to deferred compensation in connection with separation from employment, but only during the time that the employee is actively employed with the City. The employee must request the transfer no later than the pay period prior to the employee's last day of employment.

G. Voluntary Catastrophic Leave Donation Program

Under certain conditions, employees may donate leave time to another employee in need. The program is outlined in Exhibit E of this Memorandum of Understanding.

ARTICLE XII - CITY RULES

All City Personnel Rules shall apply to Association members, however, to the extent this MOU modifies the City's Personnel Rules; the Personnel Rules as modified will apply to Association members.

ARTICLE XIII – MISCELLANEOUS

A. Salary Upon Appointment

When an appointment of a recurrent lifeguard to the classification of Marine Safety Officer occurs, the salary step upon appointment shall be determined in the same manner as salary step upon promotions under the City's Personnel Rules.

B. Physical Examinations

The City agrees to pay for bi-annual physical examinations, to include stress EKG, when authorized by the Department Head, with the understanding that results thereof may be utilized for the determination of the employee's continued ability to perform

MARINE SAFETY MANAGEMENT ASSOCIATION

duties of the position. A copy of the physical examination shall be provided to the employee upon his request.

C. Conditioning Time

Unit employees may be allowed up to one (1) hour on each regularly scheduled shift to be used for physical conditioning.

D. 1,500 Hour Recurrent Employees

The Association agrees to permit the City to implement a fifteen hundred (1,500) work hour per year for non-HBMSMA positions, subject to official change in Personnel Rules 5-24.

E. Collection of Payroll Overpayments

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

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

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

F. Grievance Hearing Cost Sharing

Grievance hearing costs shall be shared equally by the City and the Association. The parties agree that under no circumstances shall the grievant(s) be required to pay any part of the grievance hearing costs.

MARINE SAFETY MANAGEMENT ASSOCIATION

G. Personnel Rule 19 Modification

City and Association agree to implement Personnel Rule 19 modifications as provided in Exhibit D attached hereto and incorporated by reference.

H. 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.

I. Modified Return to Work Policy

The City and the Association agree to meet and confer during the term of the Agreement to establish a modified return to work policy for employees who experience industrial or non-industrial illness and/or injury.

J. Controlled Substance and Alcohol 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, consistent with department policy.

K. Re-Opener

1. In the event the City considers a two-tiered retirement system program the parties agree to reopen discussions on this item.
 - a. MSMA will agree to the implementation of a second-tier CalPERS retirement formula for newly hired MSMA employees, if all other safety units agree to implement a second-tier formula.
2. The parties agree to re-open discussions in the event the City of Huntington Beach reorganizes the structure of this unit due to contracting, merging, or sharing services with another public agency.

MARINE SAFETY MANAGEMENT ASSOCIATION

ARTICLE XIV - CITY COUNCIL APPROVAL

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

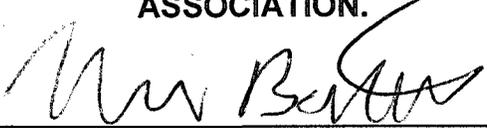
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 3RD day of OCTOBER, 2011.

CITY OF HUNTINGTON BEACH
A Municipal Corporation

HUNTINGTON BEACH
MARINE SAFETY MANAGEMENT
ASSOCIATION.

By: 

Fred A. Wilson
City Manager

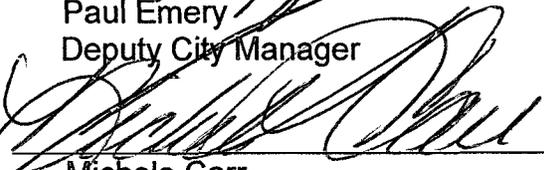
By: 

Mike Bartlett
President MSMA

By: 

Paul Emery
Deputy City Manager

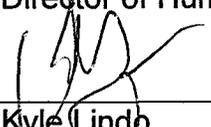
By: _____
Mike Powell
Business Agent

By: 

Michele Carr
Director of Human Resources

By: 

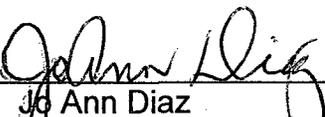
Mike Beuerlein
Negotiations Team Member - MSMA

By: 

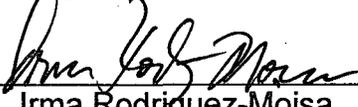
Kyle Lindo
Marine Safety Chief

By: 

Eric Dieterman
Vice President - MSMA

By: 

Jo Ann Diaz
Negotiations Team Member

By: 

Irma Rodriguez-Moisa
Chief Negotiator

COUNTERPART

APPROVED AS TO FORM

By: 

Jennifer McGrath
City Attorney
9.29.11

MARINE SAFETY MANAGEMENT ASSOCIATION

ARTICLE XIV - CITY COUNCIL APPROVAL

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

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this _____ day of _____, 2011.

CITY OF HUNTINGTON BEACH
A Municipal Corporation

HUNTINGTON BEACH
MARINE SAFETY MANAGEMENT
ASSOCIATION.

By: _____
Fred A. Wilson
City Manager

By: _____
Mike Bartlett
President MSMA

By: _____
Paul Emery
Deputy City Manager

By: 
Mike Powell
Business Agent

By: _____
Michele Carr
Director of Human Resources

By: _____
Mike Beuerlein
Negotiations Team Member - MSMA

By: _____
Kyle Lindo
Marine Safety Chief

By: _____
Eric Dieterman
Vice President - MSMA

By: _____
Jo Ann Diaz
Negotiations Team Member

COUNTERPART

By: _____
Irma Rodriguez-Moisa
Chief Negotiator

APPROVED AS TO FORM

By: _____
Jennifer McGrath
City Attorney

**MARINE SAFETY MANAGEMENT ASSOCIATION
EXHIBIT A – MSMA SALARY SCHEDULE**

Effective October 1, 2011 – September 30, 2013
(originally effective 10/1/08)

Job Code	Classification	Range	Step				
			A	B	C	D	E
0467	Marine Safety Officer I	531	\$5,342	\$5,635	\$5,945	\$6,273	\$6,618
			\$30.82	\$32.51	\$34.30	\$36.19	\$38.18
0468	Marine Safety Officer II	556	\$6,049	\$6,382	\$6,734	\$7,105	\$7,495
			\$34.90	\$36.82	\$38.85	\$40.99	\$43.24
0105	Marine Safety Lieutenant	579	\$6,788	\$7,160	\$7,554	\$7,970	\$8,408
			\$39.16	\$41.31	\$43.58	\$45.98	\$48.51

MARINE SAFETY MANAGEMENT ASSOCIATION
EXHIBIT B – SERVICE CREDIT SUBSIDY PLAN

An employee who has retired from the City and meets the plan participation requirements shall receive a monthly Service Credit Subsidy to reimburse the retiree for the payment of qualified medical expenses incurred for the purchase of medical insurance.

Plan Participation Requirements

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

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

- a. During any period the retired employee is eligible to receive or receives medical insurance coverage at the expense of another employer, the payment will be suspended. "Another employer" as used herein means private employer or public employer or the employer of a spouse. As a condition of being eligible to receive the Service Credit Subsidy as set forth in this plan, the City shall have the right to require any retiree to annually certify that the retiree is not receiving or eligible to receive any such medical insurance benefits from another employer.

If it is later discovered that a misrepresentation has occurred, the retiree will be responsible for reimbursement of those amounts inappropriately expended and the retiree's eligibility to receive further benefits will cease.

- b. 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 Service Credit Subsidy may be adjusted downward or eliminated.
 - c. In the event of the death of an eligible employee, whether retired or not, the amount of the Service Credit Subsidy benefit which the deceased employee was eligible for at the time of his/her death shall be paid to the surviving spouse or dependent for a period not to exceed twelve (12) months from the date of death.
4. **Minimum Eligibility for Benefits** – With the exception of an industrial disability retirement, eligibility for Service Credit Subsidy begins after an employee has completed ten (10) years of continuous regular (permanent) service with the City of Huntington Beach. Said service must be continuous unless prior service is reinstated at the time of his/her rehire in accordance with the City's Personnel Rules.

**MARINE SAFETY MANAGEMENT ASSOCIATION
EXHIBIT B – SERVICE CREDIT SUBSIDY PLAN**

To receive the Service Credit Subsidy retirees are required to purchase medical insurance from City sponsored plans. The City shall have the right to require any retiree (annuitant) to annually certify that the retiree is purchasing medical insurance benefits.

5. Disability Retirees - Industrial disability retirees with less than ten (10) years of service shall receive a maximum monthly payment toward the premium for health insurance of one hundred twenty dollars (\$120). Payments shall be in accordance with the stipulations and conditions, which exist for all retirees.
6. Service Credit Subsidy – Payment shall not exceed dollar amount, which is equal to the qualified medical expenses incurred for the purchase of city sponsored medical insurance.
7. Maximum Monthly Service Credit Subsidy Payments - All retirees, including those retired as a result of disability whose number of years of service prior to retirement exceeds ten (10), continuous years of regular (permanent) service shall be entitled to maximum monthly Service Credit Subsidy by the City for each year of completed City service as follows:

Maximum Service Credit Subsidy Retirements After:

Years of Service	Service Credit Subsidy
10	\$ 120
11	135
12	150
13	165
14	180
15	195
16	210
17	225
18	240
19	255
20	270
21	285
22	299
23	314
24	329
25	343

The Service Credit Subsidy will be reduced every January 1st by an amount equal to any required amount to be paid by the City on behalf of the retiree (annuitant). Article IX.A.3.a. provides an example of expected reductions per retiree per month.

MARINE SAFETY MANAGEMENT ASSOCIATION
EXHIBIT B – SERVICE CREDIT SUBSIDY PLAN

8. Medicare

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

9. Cancellation

- a. For retirees/dependents eligible for paid Part A of Medicare, the following cancellation provisions apply:
 - i. Coverage for a retiree under the Service Credit Subsidy Plan will be eliminated on the first day of the month in which the retiree reaches age sixty-five (65).
 - ii. 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 Service Credit Subsidy Plan will be eliminated.

MARINE SAFETY MANAGEMENT ASSOCIATION
EXHIBIT C – MODIFICATIONS TO EMPLOYEE-EMPLOYER RELATIONS RESOLUTION

A. Employer-Employee Relations Resolution

1. Modification of Section 7 – Decertification and Modification

- a) The City and the Association desire to maintain labor stability within the representational unit to the greatest extent possible, consistent with the employee's right to select the representative of his or her own choosing. For these purposes, the parties agree that this Agreement shall act as a bar to appropriateness of this unit and the selection of the representative of this unit, except during the month of August prior to the expiration of this Agreement. Changes in bargaining unit shall not be effective until expiration of the MOU, except as may be determined by the Personnel Commission pursuant to the procedures outlined below. This provision shall modify and supersede the time limits, where inconsistent, contained in Section 7 of the current Employer-Employee Relations Resolution of the City of Huntington Beach.

- b) The City and the Association have agreed to a procedure whereby the City, by and through the Human Resources Director, would be entitled to propose a Unit Modification. The Association and the City agree to jointly recommend a modification of the City of Huntington Beach Employer-Employee Relations Resolution (Resolution Number 3335) upon the City's having completed its obligation to meet and confer on this issue with all other bargaining units.

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

7-3. Personnel Direction Motion of Unit Modification – The Human Resources Director may propose, during the same period for filing a Petition for Decertification, that an established unit be modified in accordance with the following procedure:

- 1) The Human Resources Director shall give written notice of the proposed Unit Modification of Modifications to all employee organizations that may be affected by the proposed change. Said written notification shall contain the Human Resources Director rationale for the proposed change including all information which justifies the change pursuant to the criteria established in Section 6-5 for appropriateness of Units. Additionally, the Human Resources Director shall provide all affected employee organizations with all correspondence, memoranda, and other documents which relate to any input regarding the Unit Modification which may have been received by the City or from affected employees and/or sent by the City to affected employees;

- 2) Following receipt of the Human Resources Director Proposal for Unit Modification any affected employee organization shall be afforded not less than thirty (30) days to receive input from its members regarding the proposed change and to formulate a written and/or oral response to the Motion for Unit Modification to the Personnel Commission;

MARINE SAFETY MANAGEMENT ASSOCIATION
EXHIBIT C – MODIFICATIONS TO EMPLOYEE-EMPLOYER RELATIONS RESOLUTION

- 3) The Personnel Commission shall conduct a noticed Public Hearing regarding the Motion for Unit Modification at which time all affected employee organizations and other interested parties shall be heard. The Personnel Commission shall make a determination regarding the proposed Unit Modification which determination may include a granting of the motion, a denying of the motion, or other appropriate orders relating to the appropriate creation of Bargaining Units. Following the Personnel Commission's determination of the composition of the appropriate Unit or Units, it shall give written notice of such determination to all affected employee organizations;
 - 4) Any party who chooses to appeal from the decision of the Personnel Commission is entitled to appeal in accordance with the provision of Section 14-4 of Resolution Number 3335.
- B. During the term of the agreement, the City and the Association agree to update the Employee-Employer Relations Resolution to reflect current State law.

**MARINE SAFETY MANAGEMENT ASSOCIATION
EXHIBIT D – MODIFICATIONS TO PERSONNEL RULE 19**

- 19-1. **PURPOSE.** The purpose of this rule is to provide a means by which grievances of employees or employee organizations may be considered, discussed and resolved at the level closest to their point of origin. The grievance procedure provided for in this rule does not apply to the review of employee disciplinary matters which subject is treated in Rule 20 hereof.
- 19-2. **DEFINITION.** For the purpose of this rule, a grievance is a dispute concerning the interpretation or application of any provision of the city's Employer-Employee Relations Resolution, or any provision of this resolution or any departmental rule governing personnel practices or working conditions, with the exception of matters excluded by Section 19-3.
- 19-3. **MATTERS EXCLUDED FROM GRIEVANCE PROCEDURE.** The following subjects are excluded from the grievance procedure provided for herein:
- (a) The review of employee disciplinary matters, which is treated in Rule 20 hereof.
 - (b) All matters subject to impasse procedure, provided in the Employer-Employee Relations Resolution.
- 19-4. **SUBMISSION OF GRIEVANCES.** Any individual employee or recognized employee organization shall have the right to present a grievance.
- If two (2) or more employees have essentially the same grievance and report to the same supervisor, they may, and if requested to do so by the city, must jointly or collectively present and pursue their grievance.
- If a grievance is alleged by three (3) or more employees, the group shall, at the request of the city, appoint one of such employees to speak for the group.
- 19-5. **GRIEVANCE PROCEDURE.** The grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless otherwise provided herein:
- Step 1. Informal Discussion (optional). If an employee feels that he has a grievance, as defined in Section 19-2, he may request a meeting with his immediate supervisor within ten (10) days after the employee becomes aware or reasonably should have become aware of the subject matter of the grievance. The immediate supervisor, within ten (10) days of such request, shall meet with the employee when so requested and discuss the grievance in an effort to clarify the issue and work toward a cooperative settlement or resolution of the dispute. The immediate supervisor shall present, verbally or in writing, his decision to the employee within ten (10) days from the time of the informal discussion.
 - Step 2. Formal Procedure. Immediate Supervisor. If the grievance is not settled through informal discussion, or if the employee elects not to invoke his

MARINE SAFETY MANAGEMENT ASSOCIATION
EXHIBIT D – MODIFICATIONS TO PERSONNEL RULE 19

right to informal discussion, the employee may formally submit a grievance to his immediate supervisor within ten (10) days following the decision pursuant to informal discussion, or in the event the employee does not elect to invoke his right to informal discussion, within ten (10) days after the occurrence which gives rise to the grievance or after the employee becomes aware or reasonably should have been aware of the subject matter of the grievance. Such submission shall be in writing, stating the nature of the grievance and a suggested solution or requested remedy. Within ten (10) days after receipt of the written grievance, the immediate supervisor shall meet with the employee. Within ten (10) days thereafter written decision shall be given the employee by the immediate supervisor.

Step 3. Department Head. In cases where the department head is not the immediate supervisor, if the grievance is not settled under Step 2, the grievance may be presented to the department head. The grievance shall be submitted within ten (10) days after receipt of the written decision from Step 2.

Within ten (10) days after receipt of the written grievance, the department head or his representative, shall meet with the employee and his immediate supervisor, if any. Within ten (10) days thereafter written decision shall be given to the employee.

Step 4. City Manager. If the grievance is not settled under Step 3, the grievance may be presented to the City Manager in accordance with the following procedure: Within fifteen (15) days after the time the decision is rendered under Step 3 above, a written statement of the grievance shall be filed with the Human Resources Director who shall act as hearing officer and shall set the matter for hearing within fifteen (15) days thereafter and shall cause notice to be served upon all interested parties. The Human Resources Director, or his representative, shall hear the matter de novo and shall make recommended findings, conclusions and decision in the form of a written report and recommendation to the City Manager within ten (10) days following such hearing. The City Manager may, in his discretion, receive additional evidence or argument by setting the matter for hearing within ten (10) days following his receipt of such report and causing notice of such hearing to be served upon all interested parties.

Within ten (10) days after receipt of report, or the hearing provided for above, if such hearing is set by the City Manager, the City Manager shall make written decision and cause such to be served upon the employee or employee organization and the Human Resources Director.

Step 5. Personnel Commission. If the grievance is not settled under Step 4, it may be appealed to the Personnel Commission for de novo hearing and final determination in accordance with the following procedure:

- (a) Within ten (10) days after the time decision is rendered under Step 4 above, a written statement of grievance shall be filed with the Human

MARINE SAFETY MANAGEMENT ASSOCIATION
EXHIBIT D – MODIFICATIONS TO PERSONNEL RULE 19

Resources Director. Such statement of grievance shall set forth in detail the nature of the grievance, the facts surrounding the subject matter of the grievance, the contentions of the employee and the proposed solution or determination.

- (b) As soon as practicable thereafter, the Human Resources Director shall set the matter for hearing before a hearing officer either selected by mutual consent of the parties or from a list provided by the Personnel Commission. Ratification of the hearing officer selected by mutual consent of the parties, if from a list approved by the Personnel Commission, shall not require separate approval or ratification by the Personnel Commission. The hearing officer shall hear the case and make recommended findings, conclusions and decision in the form of a written report and recommendation to the Personnel Commission. In lieu of the hearing officer process, the Personnel Commission may agree to hear a case directly upon submission of the case by mutual consent of the parties.

19-6. SUPPLEMENTAL HEARING BY PERSONNEL COMMISSION

- (a) The Commission may, in its sole discretion, after it has received the written report and recommendation of the hearing officer, set the matter for private hearing for the purpose of receiving additional evidence or argument. In the event the Commission sets a private hearing for such purpose, the Human Resources Director shall give written notice of such to all parties concerned in such matter.
- (b) The Commission, following a consideration of the hearing officer's written report and recommendation and deliberation thereon and any supplemental hearing before the Commission, shall make findings, conclusions and decision which shall be final and binding on all parties and from which there shall be no further appeal.

- 19-7. GRIEVANCE. DEPARTMENT HEAD. Any department head who has a grievance may present it to the City Manager for determination. The City Manager shall render a written decision to said department head within ten (10) days after such submission, which decision may be appealed by the department head to the Personnel Commission in accordance with Step 5 of Section 19-5.

MARINE SAFETY MANAGEMENT ASSOCIATION
EXHIBIT E- VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM

Guidelines

1. Purpose

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

2. Definitions

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

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

3. Eligible Leave

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

4. Eligibility

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

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

MARINE SAFETY MANAGEMENT ASSOCIATION
EXHIBIT E- VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM

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.

Employees wanting to make donations will submit an Authorization for Donation to the Human Resources Department.

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

6. Other

Please contact the Human Resources Department on questions regarding employee participation in this program.

**MARINE SAFETY MANAGEMENT ASSOCIATION
EXHIBIT E- VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM**

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

According to the provisions of the Voluntary Catastrophic Leave Donation Program, I hereby request donated vacation, general leave or compensatory time.

MY SIGNATURE CERTIFIES THAT:

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

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

Please submit this form to Finance/Payroll or to the Human Resources Department.

**MARINE SAFETY MANAGEMENT ASSOCIATION
EXHIBIT E- VOLUNTARY CATASTROPHIC LEAVE DONATION PROGRAM**

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

Donor, please complete

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

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

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

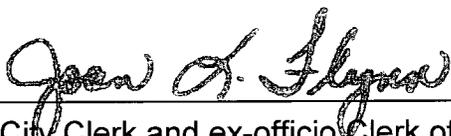
Eligible recipient employee's name (Last, First, MI):	
Donor Signature:	Date:

Please submit to Finance/Payroll or to the Human Resources 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 **October 3, 2011** by the following vote:

AYES: Harper, Hansen, Carchio, Bohr, Dwyer, Boardman
NOES: None
ABSENT: Shaw
ABSTAIN: None



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