

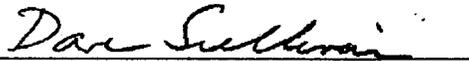
RESOLUTION NO. 2006-19

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF HUNTINGTON BEACH APPROVING AND IMPLEMENTING THE  
MEMORANDUM OF UNDERSTANDING BETWEEN THE HUNTINGTON BEACH  
POLICE OFFICERS' ASSOCIATION (POA) AND THE CITY OF HUNTINGTON BEACH  
FOR APRIL 1, 2006 THROUGH MARCH 31, 2010

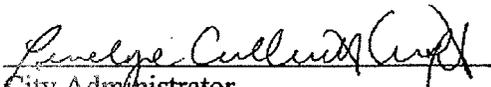
The City Council of the City of Huntington Beach does resolve as follows:

The Memorandum of Understanding between the City of Huntington Beach and the Huntington Beach Police Officers' Association ("POA"), a copy of which is attached hereto as EXHIBIT "A" and by reference made a part hereof, is hereby approved and ordered implemented in accordance with the terms and conditions thereof; and the City Administrator is authorized to execute this Agreement. Such Memorandum of Understanding shall be effective for the term April 1, 2006 through March 31, 2010.

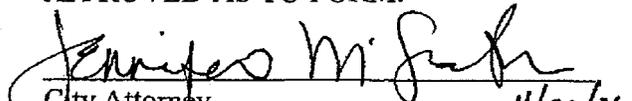
PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 1st day of May, 2006.

  
\_\_\_\_\_  
Mayor

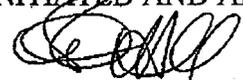
REVIEWED AND APPROVED:

  
\_\_\_\_\_  
City Administrator

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney 4/20/06

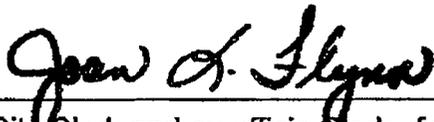
INITIATED AND APPROVED:

  
\_\_\_\_\_  
Deputy City Administrator-City Services

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 an **regular** meeting thereof held on the **1st day of May, 2006** by the following vote:

**AYES:**       Bohr, Green, Coerper, Sullivan, Hardy, Hansen, Cook  
**NOES:**       None  
**ABSENT:**   None  
**ABSTAIN:**   None

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

# Memorandum of Understanding

Between

Huntington Beach  
Police Officers' Association



and

City of Huntington Beach



April 1, 2006 – March 31, 2010

POA MOU

**PREAMBLE ..... 1**

**ARTICLE I - TERM OF MOU ..... 1**

**ARTICLE II - REPRESENTATIONAL UNIT/CLASS ..... 1**

**ARTICLE III - MANAGEMENT RIGHTS ..... 2**

**ARTICLE IV - EXISTING CONDITIONS OF EMPLOYMENT ..... 2**

**ARTICLE V - SEVERABILITY ..... 2**

**ARTICLE VI - SALARY SCHEDULE AND PERS PICKUP ..... 2**

**ARTICLE VII - SPECIAL PAY ..... 4**

A. Police Professional Development Plan ..... 4

B. Flight Pay ..... 4

C. Certified Flight Instructors ..... 5

D. Shift Differential ..... 5

E. Motor Pay ..... 5

F. Bilingual Pay ..... 5

G. Holidays ..... 6

H. FTO Compensation ..... 6

I. Longevity Pay ..... 7

J. Effective Date of Special Pays ..... 7

K. No Pyramiding of Special Pays ..... 7

L. Nurse Pay ..... 7

M. Reporting to PERS ..... 7

**ARTICLE VIII - UNIFORMS, CLOTHING, TOOLS AND EQUIPMENT ..... 8**

A. Uniforms ..... 8

B. Equipment/Special Uniform Needs ..... 8

C. Motorcycle Britches ..... 8

**ARTICLE IX - HOURS OF WORK/OVERTIME ..... 8**

A. Work Schedule ..... 8

B. Other Time ..... 10

    1. Compensatory Time ..... 10

    2. Work Time ..... 11

    3. Subpoena Compensation ..... 11

    4. Standby Pay ..... 12

    5. Call Back ..... 12

    6. Telephonic Business ..... 12

    7. Canine Compensation ..... 12

**ARTICLE X – HEALTH AND OTHER INSURANCE BENEFITS ..... 13**

**ARTICLE XI - RETIREMENT ..... 19**

POA MOU

**ARTICLE XII - LEAVE BENEFITS ..... 21**

- A. Vacation ..... 21
  - 1. Anniversary Date ..... 21
  - 2. Annual Vacation ..... 21
  - 3. Vacation Accrual..... 21
  - 4. Vacation ..... 22
  - 5. Vacation Pay at Separation ..... 22
  - 6. Conversion to Cash ..... 22
  - 7. Police Sergeants General Leave ..... 22
- B. Sick Leave Compensation ..... 23
- C. Bereavement Leave ..... 23
- D. Leave Benefits Entitlement ..... 23
- E. Catastrophic Leave Donation Program ..... 24
- F. Weekend Military Drills..... 24
- G. Nurse Employees Certification ..... 24
- H. Pay In Lieu of Compensatory Time ..... 24
- I. Deferred Compensation/Leave Benefit Cash Out ..... 24
- J. Association Business ..... 24

**ARTICLE XIII - CITY RULES ..... 25**

**ARTICLE XIV - MISCELLANEOUS ..... 25**

- A. Tuition Reimbursement ..... 25
- B. Meal Allowance ..... 25
  - 1. Per Diem ..... 25
  - 2. Per Diem Schedule..... 26
- C. Mileage Allowance ..... 26
- D. Weapon Vesting..... 26
- E. Random Drug and Alcohol Testing ..... 26
- F. Take Home Vehicles/ Distance to Work..... 26
- G. Employer-Employee Relations Resolution ..... 26
- H. Use of Departmental Communications Systems ..... 26
- I. Administrative Appeal Procedure ..... 26
- J. Direct Deposit ..... 27

**ARTICLE XV - CITY COUNCIL APPROVAL ..... 28**

**EXHIBIT A – POLICE OFFICERS’ ASSOCIATION SALARY SCHEDULE ..... 29**

**EXHIBIT B - GUIDELINES FOR THE USE OF THE ASSOCIATION BANK TIME..... 33**

**EXHIBIT C – SERVICE CREDIT SUBSIDY PLAN ..... 35**

**EXHIBIT D – ADMINISTRATIVE APPEAL PROCEDURE ..... 38**

**EXHIBIT E – VOLUNTARY CATASTROPHIC LEAVE DONATION ..... 42**

**EXHIBIT F – JOB SHARING PROGRAM ..... 46**

**POA MOU**

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**THE CITY OF HUNTINGTON BEACH**  
**(Hereinafter called CITY)**  
**and**  
**THE HUNTINGTON BEACH POLICE OFFICERS' ASSOCIATION**  
**(Hereinafter called ASSOCIATION or POA)**

**PREAMBLE**

WHEREAS the designated representatives of the City of Huntington Beach and the Huntington Beach Police Officers' Association have met and conferred in good faith with respect to salaries, benefits and other terms and conditions of employment for the employees represented by the Association;

NOW, THEREFORE, this Memorandum of Understanding is made to become effective April 1, 2006 and it is agreed as follows:

**ARTICLE I - TERM OF MOU**

This Memorandum of Understanding (MOU) shall be in effect for a term commencing on April 1, 2006 and ending at midnight March 31, 2010. Except as expressly provided herein, no further improvements or changes in the salaries and monetary benefits and other terms and conditions of employment 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 and other terms and conditions of employment specifically provided herein for the employees represented in the unit. Provided, however, the City and Association shall, upon request, meet and confer to address issues not specifically covered by provisions of this MOU, and/or discussed during the meet and confer process immediately preceding the adoption of the current MOU.

**ARTICLE II - REPRESENTATIONAL UNIT/CLASS**

It is recognized that the Huntington Beach Police Officers' Association is the employee organization which has the right to meet and confer in good faith with the City on behalf of employees of the Huntington Beach Police Department within the classification titles as outlined in Exhibit A attached hereto and incorporated herein.

## POA MOU

### ARTICLE III - MANAGEMENT RIGHTS

The City and Chief of Police retain all rights, powers and authority to manage and direct the performance of police services and the work force, except as modified by the Memorandum of Understanding.

Nothing herein shall change the City's obligation to meet and confer as to the effects of any such management decision upon wages, hours, terms and conditions of employment or be construed as granting the City or Chief of Police the right to make unilateral changes in wages, hours, terms and conditions of employment.

The parties agree the City has the right to unilaterally make decisions on all matters that are outside the scope of bargaining. Such matters include, but are not limited to, consideration of the merits, necessity, level or organization of police services, staffing 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, reasonable work and safety rules and regulations.

### ARTICLE IV - EXISTING CONDITIONS OF EMPLOYMENT

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

### ARTICLE V - SEVERABILITY

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

### ARTICLE VI - SALARY SCHEDULE AND PERS PICKUP

A. Salary Schedule - Except wage increases as described below, all new or increased benefits established by this Agreement shall be effective the first full pay period that includes April 8, 2006, unless otherwise specified. In addition, employees shall be compensated at hourly salary rates by classification title and salary range during the term of this agreement as set out in Exhibit A attached hereto and incorporated herein.

1. Effective April 8, 2006, all non-sworn employees shall receive a 4% wage increase.

## POA MOU

2. Effective the first full pay period that includes October 1, 2006, all sworn employees shall receive a 4% wage increase.
  3. Effective the first full pay period that includes April 1, 2007, all employees shall receive a 2% wage increase.
  4. Effective the first full pay period that includes October 1, 2007, all employees shall receive a 2% wage increase.
  5. Effective the first full pay period that includes April 1, 2008, all employees shall receive a 2.5% wage increase.
  6. Effective the first full pay period that includes October 1, 2008, all employees shall receive a 2.5% wage increase.
  7. Effective the first full pay period that includes April 1, 2009, all employees shall receive a 2.5% wage increase.
  8. Effective the first full pay period that includes October 1, 2009, all employees shall receive a 2.5% wage increase.
- B. Non-Sworn PERS Pickup - Each non-sworn employee covered by this agreement shall be reimbursed an amount equal to 7% 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.
- C. Sworn PERS Pickup - Each sworn employee covered by this agreement shall be reimbursed an amount equal to 9% of the employee's part of his or her PERS contribution unless modified by Article XI Retirement. The above PERS pickup is not base salary but is done pursuant to Section 414(h)(2) of the Internal Revenue Code.
- D. 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 and as adopted by the City Council. Unauthorized compensation payments shall not constitute a past practice.

## POA MOU

### 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.

b. Post Certificate Program

- i. Upon verification of having earned an Intermediate POST Certificate, an employee shall be paid three percent (3%) of base hourly rate of pay in addition to other compensation.
- ii. Upon verification of having earned an Advanced POST Certificate, 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 (b)i above.

2. Stipulations:

- a. College major shall be Police Science, Criminology, Political Science, Sociology, Law, Business Administration, Public Administration, Psychology or closely similar field as approved by the Chief of Police.
- b. Initial eligibility must be approved by the Chief of Police. No incentive shall be taken away without just cause.
- c. Obtaining transcripts or other acceptable documentation is the employee's responsibility. An employee may verify "Junior" status by submission of written verification that the employee has completed 60 or more accredited units and has achieved Junior status with that educational institution.
- d. The maximum benefit that may be paid to an employee under this Section is twelve percent (12%) of the base hourly rate in addition to other compensation.

3. POST Supervisory Leadership Institute:

Police Sergeants that have completed the POST Supervisory Leadership Institute shall receive \$80 per month.

B. Flight Pay - Employees assigned to duty as helicopter flight personnel shall be paid eight percent (8%) of their base hourly rate of pay in addition to other compensation.

## POA MOU

- C. Certified Flight Instructors - Employees assigned as certified flight instructors shall be paid thirteen percent (13%) of their base hourly rate of pay in addition to other compensation. This pay is in lieu of Flight Pay defined in Section B above.
- D. Shift Differential - Detention and Communication Employees' required to work on a regular assigned shift that occurs during swing shift or graveyard shift, as defined by departmental policy through the meet and confer process, shall be paid five percent (5%) of the employee's base hourly rate of pay in addition to other compensation for all hours worked during the swing or graveyard shift. The parties agree the department policy has been established by the meet and confer process.
- E. Motor Pay
1. Employees regularly assigned to motorcycle duty shall be paid as hazardous duty pay five percent (5%) of their base hourly rate of pay in addition to other compensation.
  2. The parties agrees that any time spent on maintenance and/or cleaning of motorcycles shall be on-duty unless overtime has been approved in advance. The Department shall supply necessary materials needed to perform the following duties:
    - a. Keeping the assigned motorcycle cleaned and waxed.
    - b. Keeping the drive chain properly lubricated and adjusted.
    - c. Performing a daily check of the motorcycle fluid levels and tire pressure.
    - d. Scheduling required routine services at specified mileage intervals with police motorcycle mechanics.
- F. Bilingual Pay - Qualified employees who meet the criteria shall be paid five percent (5%) of their base hourly rate of pay in addition to other compensation. Human Resources will have written and oral tests designed and administered to test for qualifications. The qualifications will cover the more routine foreign language requirements in filling out crime reports, interviewing suspects and witnesses, and responding to the public on matters relating to an incident or other police action.
1. The languages included will be Spanish, Vietnamese and American Sign language. Additional languages may be approved at the discretion of the Chief of Police.
  2. Authorization of qualified employees for bilingual compensation will be based on the following:
    - a) A need for the employee to use the language in the City to support the implementation of police operations.

## POA MOU

- b) At the discretion of the Chief of Police, the number of employees qualified in each category may be limited based on department needs.
- c) Successful completion of tests authorized by the Chief of Police will be required to qualify for bilingual pay for any of the languages. Retesting may be done on an annual basis.

### G. Holidays

- 1. Holiday Pay - Employees represented by the Association and actively employed by the City, in addition to other compensation, shall be paid each biweekly payroll one twenty-sixth (1/26) of the total eighty (80) holiday hours earned for the year.
- 2. Holidays Worked - Employees who work on a recognized City holiday shall be compensated at their overtime rate for time actually worked from 12:00 A.M. through 11:59 P.M.
- 3. Holidays - The following are the City recognized paid holidays under this MOU:
  - a) New Year's Day (January 1)
  - b) Martin Luther King's Birthday (third Monday in January)
  - c) President's Day (third Monday in February)
  - d) Memorial Day (last Monday in May)
  - e) Independence Day (July 4)
  - f) Labor Day (first Monday in September)
  - g) Veteran's Day (November 11)
  - h) Thanksgiving Day (fourth Thursday in November)
  - i) Friday after Thanksgiving
  - j) Christmas Day (December 25)

### H. FTO Compensation - Compensation shall be one-quarter (.25) hours pay at the base hourly rate, which may be deposited as compensatory time, for each hour worked as a Field Training Officer in addition to other compensation for the following assignments:

- 1. Police Officers who have successfully completed a POST certified Field Training Officer Course and have been designated Field Training Officers, assigned to Traffic or Patrol Bureaus, shall be eligible for Field Training Officer compensation.
- 2. Detention Officers designated to act as Training Officers.
- 3. Motor Officers designated to act as Training Officers.
- 4. Communication Employees designated as Training Officers.

## POA MOU

- I. Longevity Pay - The City shall provide all sworn officers, excluding Sergeants, the following longevity pay in addition to other compensation as established by the Department's Sworn Personnel Seniority List:
1. Five percent (5%) of the base hourly rate of pay at 10 years of service with City of Huntington Beach.
  2. Ten percent (10%) of the base hourly rate of pay at 20 years of service with City of Huntington Beach. This pay is in lieu of the pay identified in sub-section 1 above.

An employee with ten (10) or more years of service in the classification of Police Sergeant with the City of Huntington Beach shall be paid five percent (5%) of their base hourly rate of pay in addition to other compensation. Effective the first full period that includes April 1, 2007, this benefit shall be eliminated and Sergeants shall be eligible to be paid Longevity Pay as outlined in sub-section I.1. and I.2. above.

Effective the first full period that includes April 1, 2007, all qualified sworn law enforcement experience shall be included in the calculation of longevity. Only sworn law enforcement experience as defined by California Penal Code Sections 830.1 and 830.2 or the out of state equivalent as determined by the Chief of Police shall be included.

- J. Effective Date of Special Pays - All special pay shall be effective the first full pay period following certification and verification as approved by the Chief of Police or designee. All pays in this section are considered special pays and shall be included as part of the regular rate of pay for the purposes of calculating overtime. All pays not in this section are not considered special pays and are not included in the regular rate of pay for purposes of calculating overtime, except On-Call Court Time (Article IX(B)(3)(b)) and Cancelled Subpoenas (Article IX(B)(3)(c)) which shall be calculated into the regular rate of pay at base hourly rate, but not reported to PERS as special compensation.
- K. No Pyramiding of Special Pay - Each special pay is a percentage of base hourly rate of pay and shall not be counted towards the value of any other special pay.
- L. Nurse Pay - Employees in the classification of Detention Shift Supervisor, who possess a Nurse certification, pursuant to the Nurse classification job description, shall receive five percent (5%) of their base hourly rate, for so long as they possess the Nurse certification.
- M. Reporting to PERS - Subject to State law and regulations, compensation paid as a result of this Article shall be reported to PERS as special compensation.

## POA MOU

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

#### A. Uniforms

1. The City shall continue the Uniform Allowance in lieu of the City providing uniforms for employees represented by the Association. Such allowance shall be twelve hundred dollars (\$1,200) per year; payable in January to those employees on active duty on January 1<sup>st</sup>. Effective January 1, 2008, the Uniform Allowance for all employees shall be paid with the first paycheck in December. Employees hired after January 1<sup>st</sup> shall have their uniform allowance pro-rated for each month in which they were on active duty for a least one full shift, separately from payroll checks. It is the mutual intent of the parties that this allowance shall be utilized solely for the purpose of replacing, repairing and maintaining uniforms and clothing worn in the line of duty. The City will continue to make initial issuance of required uniforms and replace uniforms and equipment damaged in the line of duty including safety equipment required by state law, City resolution or ordinance, or by order of the Chief of Police. Effective January 1, 2008, the City shall increase the Uniform Allowance for all sworn employees to thirteen hundred dollars (\$1,300) per year.

2. PERS Reporting of Uniforms - The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each sworn and civilian classification as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5).

B. Special Assignment Uniform Needs - Uniforms and equipment for special assignments shall continue to be provided by the City.

C. Motorcycle Britches - Motorcycle officers shall receive four pairs of britches at the time of assignment. After initial issue, replacement britches may be issued on the recommendation of the Traffic Bureau Commander with approval of the Department Head. All replaced britches must be turned in when replacement britches are received.

### ARTICLE IX - HOURS OF WORK/OVERTIME

#### A. Work Schedule:

1. The work schedules agreed to by the City and the Association during negotiations have been fully implemented and shall remain in effect during the life of this agreement unless the Association and the City mutually agree to changes. All employees 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, Chief of Police or designee, may require such service from any of said employees.

a. All work schedules are designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA).

## POA MOU

- b. Meal times are included in all work schedules.
2. 4/10 Schedule - All employees not assigned a different work schedule pursuant to this article shall work a 4/10 schedule consisting of four (4) consecutive ten (10) hours days followed by three (3) consecutive days off in a seven (7) day period. All employees work an eighty (80) hour work period, except for Communication Employees who work a forty (40) hour work week.
3. 7/11.5 Schedule – The “7/11.5” work schedule applies to designated employees of the Uniform Division and Jail.
- a. Workday – A workday for employees assigned to the 7/11.5 work schedule will consist of 11 hours and 25 minutes of work.
- b. Eighty (80) Hour Work Period – For those sworn and detention employees working 11 hours and 25 minutes a day, the work period will consist of two consecutive weeks with three (3) consecutive shifts of 11 hours and 25 minutes in one week and four (4) consecutive shifts of 11 hours and 25 minutes in the second week. The total hours for these two consecutive weeks shall be considered equaling eighty (80) hours. The two-week cycle then repeats itself.
- c. Forty (40) Hour Work Week Communications Center - For Communication Employees working 11 hours and 25 minutes a day, one (1) work week shall consist of three consecutive shifts of 11 hours and 25 minutes and one (1) work week of four consecutive shifts of 11 hours and 25 minutes. The two (2) week cycle then repeats itself. If either party determines the schedule is ineffective, the Communications Center will return to the 4/10 schedule the first pay period following thirty (30) days notice.
- d. Exceptions – At the discretion of the Chief of Police, specialized assignments within the Uniform Division will work either the 4/10 or 7/11.5 as described above. Unless agreed upon by the Association, changes to these work shifts shall only be made during recruitment of new officers into the assignments. Task Force assignments outside the Police Department will be flexible based on an eighty (80) hour work period.
- e. Beach Schedule - If posted during recruitment, employees working the Beach detail shall be assigned a fixed schedule that incorporates a work week of four consecutive days comprised of two (2) 8-hour days and two (2) 12-hour days.
- f. Schedule – Employees assigned to training or a school in excess of thirty-two (32) hours in a work week will work a five (5) day, eight (8) hour work week in lieu of their regular work schedule.

## POA MOU

### 4. Overtime

- a. Employees assigned to an eighty (80) hour work period shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for all time worked in excess of their regularly scheduled shift and/or 80-hour work period.
- b. Employees assigned to a forty (40) hour work week shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for all time worked in excess of their regularly scheduled shift and/or forty (40) hour work week. However, Communication Operators on the 7/11.5 work schedule must work a minimum of forty (40) hours in the work week before earning overtime. Any hours worked in excess of the regularly scheduled shift that do not exceed forty (40) hours in a work week shall be paid at their regular rate of pay.

### B. Other Time:

1. Compensatory Time - Federal law controls the use of compensatory time off. Title 29 U.S. Code 207(0) allows the employer and employee representative to establish a compensatory time off bank which allows overtime payment of the employer to be deferred. The parties agree that an employee may elect to receive compensatory time in lieu of pay to a maximum of one hundred sixty (160) hours.

The employee's right to use compensatory time off may be restricted if the requested use is "unduly" disruptive. Parties agree that use of compensatory time off at the following times will be unduly disruptive:

- a. At any time when the request for compensatory time off request presents an officer's safety problem by going below shift minimum as presented by City in the meet and confer process.
- b. Demands for employee's services meet or exceed the department's full staffing capabilities such as the Fourth of July Holiday, Memorial Day Holiday, Labor Day Holiday or events similar in so far as staffing needs are concerned.
- c. In addition to the above, other events, which may be designated as unduly disruptive, may be agreed upon by the City and the Association.
- d. The Association, its officers, agents, representatives and/or members agree that during the term of this MOU they will not call, engage in, request or condone the use of compensatory time off for any strike, walkout, work stoppage, job action, slowdown, sick-out, blue flu, withholding of services or other interference with City operations, or honor any job action by any other employee of the City, employee organizations, or employees of any other employers by withholding or refusing to perform services. In the event that the Association, its officers, agents, representatives, and/or members engage in

## POA MOU

any of the conduct prohibited herein above, the compensatory time off provision of this MOU shall sunset and thereafter overtime hours shall be compensated at the employee's overtime rate.

- e. In addition, this provision shall sunset on the last day of this MOU. Nothing herein shall be construed to prevent the parties to agree to place these provisions in a successor MOU.
  - f. To the extent that these provisions are inconsistent with the Settlement Agreement in HBPOA, et al. v. City of Huntington Beach, et al. Case No. CV 92-6265 CMB (Shx) said settlement agreement is superseded. Provisions not so superseded shall not be affected by the agreement.
2. Work Time - For the purpose of computing the 80 hour work period, the following shall be included in determining the eligibility for overtime pay.
- a. Sick leave.
  - b. Vacation time taken during the workweek.
  - c. Compensatory time off taken during the workweek.
  - d. Any other paid leave time taken during the workweek.
3. Subpoena Compensation
- a. Court Appearance Time - Employees required to appear in court during other than their scheduled working hours shall be paid a minimum of three (3) hours overtime pay; 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.  
  
The City shall recognize administrative subpoenas the same as criminal and civil, including subpoenaed hearings conducted by telephone. Telephone Business under subpoena is differentiated from Telephonic Work as described in Section 6 below.
  - 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. Notwithstanding Article IX(B)(1), an employee may not deposit more than sixty (60) hours per calendar year of compensatory time in lieu of pay for On-Call

## POA MOU

Court Time. At any time after one year from the ratification of this Agreement, the sixty (60) hour limitation will be removed if the Chief of Police determines there is no undue burden on staffing. 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 base hourly rate of pay for subpoenas cancelled with less than twenty-four (24) hours notice.
- d. Retiree - In accordance with department policy, if the City accepts a subpoena on behalf of a current employee who then retires or a retiree, a stipend will be provided for court appearance time. The stipend will be based on the present Step E of the base hourly rate of pay of the position the retiree held before retirement from City service. Paid court preparation time and travel expenses shall be mutually agreed upon between the City and the retiree.
4. Standby Pay - An employee who is placed on standby status by a supervisor shall be paid four (4) hours pay at their base hourly rate of pay for each 24 (twenty-four) hour period, or any part thereof, of standby status.
5. Call Back - Employees who are called back to work will be paid a minimum of two (2) hours pay at the overtime rate, upon arrival at the department or the incident scene until released. Should the called back employee be cancelled prior to arrival, the two (2) hour minimum shall be paid.
6. Telephonic Business - Off-duty employees shall be compensated a minimum of fifteen (15) minutes as hours worked when telephoned to conduct departmental business. Telephonic departmental business beyond fifteen (15) minutes shall be compensated in fifteen (15) minute increments (i.e., 16-30 minutes = 30 minutes of compensation, 31-45 minutes = 45 minutes compensation and so forth). Telephonic business is not considered Call Back Time as outlined in Article IX.B.5.
7. Canine Compensation - Employees assigned to canine duty shall be paid for the off-duty care, feeding and grooming of their canine and the routine, off-duty canine-related maintenance of their canine car. The City and the Association have considered the time that canine officers typically spend on off-duty canine care, and determined it to be fifteen (15) hours per month.

Employees assigned to canine duty shall be paid fifteen (15) hours per month of overtime rate of pay based on the canine care salary rate. The canine care salary rate shall be two-thirds (2/3) of the Canine Officer's base pay rate, excluding any specialty or similar pays.

In addition to the fifteen (15) hours of pay per month described in the preceding paragraph, canine officers shall be paid for off-duty veterinary visits and extraordinary off-duty care, provided that, absent an emergency, the Officers shall

## POA MOU

obtain supervisor approval for such care and shall submit payroll exemption slips. Any such additional canine compensation shall be paid at their overtime rate as defined in Article IX.A.4.

### ARTICLE X - HEALTH AND OTHER INSURANCE BENEFITS

#### A. Health

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

##### 1. CalPERS Public Employees' Medical and Hospital Care Act

The City presently contracts with CalPERS to provide medical coverage. The City is required under CalPERS PEMCHA 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.

##### a. PEMCHA 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, 2007, the City Contribution 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")

## POA MOU

- 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, 2008, the City Contribution in each category shall increase in an amount not to exceed ten percent (10%) of the City's Contribution for 2007. Any increase in premiums above the City's ten percent (10%) Contribution Cap will be the responsibility of the employee.
- iii. Effective January 1, 2009, the City Contribution in each category shall increase in an amount not to exceed ten percent (10%) of the City's Contribution in 2008. Any increase in premiums above the City's ten percent (10%) Contribution Cap will be the responsibility of the employee.
- iv. Effective January 1, 2010, the City's 2009 Contribution Cap shall be maintained. Any increase in premiums above the City's ten percent (10%) Contribution Cap will be the responsibility of the employee.
- v. In the event the Orange County Blue Shield HMO Plan is no longer a PEMCHA option, the City's Contribution for 2008 and 2009 shall increase by ten percent (10%) each year, provided that the City's Contribution shall not exceed the amount of an employee's actual premium.

## POA MOU

### 2. Dental Insurance

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

- a. Effective January 1, 2007, 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").
- b. Effective January 1, 2008, the City Contribution shall increase in an amount not to exceed five percent (5%) of the City's Contribution for 2007. Any increase in premiums above the City's five percent (5%) Contribution Cap will be the responsibility of the employee.
- c. Effective January 1, 2009, the City Contribution shall increase in an amount not to exceed five percent (5%) of the City's Contribution for 2008. Any increase in premiums above the City's five percent (5%) Contribution Cap will be the responsibility of the employee.
- d. Effective January 1, 2010, the City shall maintain the Contribution Cap of 2009.

### 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 requirement 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 allowed 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 1<sup>st</sup> 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.

## POA MOU

### 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 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. 2001-28 Exhibit C 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.

### c. 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.

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.

### 4. Medical/Vision Opt-Out

Effective January 1, 2007, an employee covered by a medical program outside of a City-provided program (evidence of which must be supplied to the Human Resources Division), may elect to discontinue City medical coverage and direct the cash value of the City's Contribution Cap for employee only ("EE") medical coverage as described in Article X.A.1.(b) be deposited into their Deferred Compensation account or any other pre-tax program offered or approved by the City.

An employee may also elect to discontinue vision coverage. The employee premium paid for vision coverage will be applied toward medical premium.

### 5. 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.

## POA MOU

### 6. Life Insurance

The City will provide \$50,000 term life insurance and \$50,000 accidental death and dismemberment insurance without evidence of insurability other than evidence of working full time. An additional \$10,000 of life insurance may be purchased, at the employee's cost, with evidence of insurability.

### 7. Income Protection Plan

The City authorizes the HBPOA to administer its own Long Term Disability (LTD) Program providing the following conditions are adhered to:

- a. The City and HBPOA agree that the City shall no longer provide a City sponsored LTD Program.
- b. HBPOA shall contract with an authorized provider for LTD program for the employees represented by the HBPOA.
- c. The City shall pay to HBPOA for the cost of LTD premiums not to exceed thirty-eight dollars (\$38) per month per occupied covered position represented by HBPOA.
- d. Non-dues paying represented employees shall be covered by the LTD Policy at the same premium rate as dues paying represented employees.
- e. City payment to HBPOA is to be made for each represented employee per month based on the bi-weekly payroll.
- f. HBPOA shall pay the authorized provider for the cost of premiums and any expenses incurred for administering the program.
- g. The City shall provide the HBPOA with a monthly report of covered employees.
- h. No self-funding/self-insurance of LTD benefits is permitted under this agreement.
- i. Upon request, the HBPOA shall provide documentation to the City as follows:
- j. An annual certification of the Plan on each anniversary the Plan is in effect which will include:
  1. A copy of the most current audited financial statements;
  2. A copy of the latest actuarial report, which should be completed by an independent "*Fellow of the Society of Actuaries*";
  3. A copy of the in-force LTD Program;

## POA MOU

4. A statement certifying that premiums collected are for LTD benefits for HBPOA represented employees only.
  5. A copy of the current plan document as well as any changes or amendments, or written confirmation that there have been no changes as LTD provider;
  6. A copy of the "*Summary Annual Report*" and, upon request, a copy of the latest filed Form 5500.
  7. A listing of active HBPOA claimants with all relevant data as requested by City (i.e., date of disability, etc.) including the allocated reserves for each claimant.
  8. Verification of the premium received and credited by the HBPOA.
  9. A statement certifying that the submitted premiums are only being utilized to provide LTD benefits for participating members including members of the HBPOA; and
  10. A written confirmation from the plan administrator confirming (i) that it is authorized to do business in California; (ii) that it is properly licensed; (iii) that it maintains current "Errors and Omissions" insurance; and (iv) that it is bonded.
- k. All Federal and State laws regarding LTD benefit coverage shall be followed.
- l. 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 HBPOA sponsored and administered LTD insurance program.
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.

## POA MOU

### 9. Long Term Care

- a. The City authorizes the HBPOA to administer its own Long Term Care (LTC) Program providing the following conditions are adhered to:
- b. HBPOA shall contract with an authorized provider for LTC program for the employees represented by the HBPOA.
- c. The City shall pay to HBPOA for the cost of LTC premiums not to exceed twenty-five (\$25) per month per occupied covered position represented by HBPOA effective June 1, 2006.
- d. Non-dues paying represented employees shall be covered by the LTC Program at the same premium rate as dues paying represented employees.
- e. City payment to HBPOA is to be made for each represented employee per month based on the bi-weekly payroll.
- f. HBPOA shall pay the authorized provider for the cost of premiums and any expenses incurred for administering the program.
- g. The City shall provide the HBPOA with a monthly report of covered employees.
- h. No self-funding/self-insurance of LTC benefits is permitted under this agreement.
- i. Upon request, the HBPOA shall provide any reasonable documentation to the City as similarly described in the LTD Program.
- j. All federal and State laws regarding LTC benefit coverage shall be followed.
- k. 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 HBPOA sponsored and administered LTC Program.

## 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.

## POA MOU

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 IX.B.1 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 IX.B.1 shall be reduced to 6.75% of the employee's compensation earnable.

2. 1959 Survivors' Benefit Level IV (California Government Code Section 21574) - Members of the City's safety retirement plan shall be covered by the Fourth Level of the 1959 Survivor Benefit.
3. Pre-retirement Optional 2 Death Benefit (California Government Code Section 21548) - Safety Employees) -
4. One-Year Final Compensation (California Government Code Section 20042) )

### B. Miscellaneous Employee Retirement Benefits:

1. 2 % @ Age 55 Plan (California Government Code Section 21354) - Members of the City's miscellaneous retirement plan with the California Public Employee Retirement System (CalPERS) shall receive the 2% at age 55 CalPERS retirement plan.
2. 1959 Survivors' Benefit Level IV (California Government Code Section 21574) - Members of the City's miscellaneous retirement plan shall be covered by the Fourth Level of the 1959 Survivor Benefit.
3. Pre-Retirement Optional Settlement 2 Death Benefit (California Government Code Section 21548) Members of the City's miscellaneous retirement plan shall be covered by the Pre-Retirement Optional Settlement 2 Death Benefit.
4. One-Year Final Compensation (California Government Code Section 20042)

## POA MOU

- C. Retirement Benefits for Safety and Miscellaneous Employees - Self-Funded Supplemental Retirement Benefit - In the event a PERS member elects Option #2 (Section 21333) 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. 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. (Note: The options provide that the allowance is payable to the member until his/her death, and then either the entire allowance, Option 2, or one-half of the allowance, Option 3) is paid to the beneficiary for life.)

## ARTICLE XII - LEAVE BENEFITS

### A. Vacation:

1. Anniversary Date - 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.
2. Annual 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. All employees shall be entitled to annual vacation with pay *except* the following:
  - a. Employees who have not completed six (6) months of continuous service with the City.
  - b. Employees who work less than full-time who are not permanent.
  - c. Employees on leave of absence.
3. Vacation Accrual - Employees in the City's service, having an average work week of forty (40) hours, shall accrue annual vacation with pay in accordance with the following:
  - a. For the first (1<sup>st</sup>) through the fourth (4<sup>th</sup>) year of continuous service, vacation time will be accrued at the rate of one hundred twelve (112) hours per year (4.31 biweekly).
  - b. For the fifth year (5<sup>th</sup>) and through the ninth (9<sup>th</sup>) year of continuous service, vacation time will be accrued at the rate of one hundred thirty six (136) hours per year (5.23 biweekly).

## POA MOU

- c. For the tenth (10<sup>th</sup>) year and through the fourteenth (14<sup>th</sup>) year of continuous service, vacation time will be accrued at the rate of one hundred sixty (160) hours per year (6.15 biweekly)
  - d. For the fifteenth (15<sup>th</sup>) year and thereafter of continuous service, vacation time will be accrued at the rate of one hundred ninety two (192) hours per year (7.38 biweekly).
4. Vacation
- a. No employee shall be permitted to take a vacation in excess of actual time earned and vacation shall not be accrued in excess of four hundred (400) hours. Vacations shall be taken only with permission of the Chief of Police ; however, the Chief of Police shall schedule all vacations with due consideration for the wish of the employee and particular regard for the need of the department.
  - b. Vacation accumulated in excess of the four hundred (400) hour cap shall be paid at the base hourly rate of pay on the first pay day following such accumulation.
5. Vacation Pay at Separation - Employees shall be paid for unused vacation upon separation of employment at which time they shall be paid compensation at their current regular rate of pay for all unused, earned vacation to which they are entitled to, through their last day of employment.
6. Conversion to Cash - An employee may elect to take up to eighty (80) hours of pay at their current regular rate of pay per calendar year for accrued vacation in lieu of time off. It is the intent of the parties that employees will take vacation during the current year.
7. Police Sergeants General Leave - Effective April 8, 2006, Police Sergeants shall not accrue or use General Leave and all General Leave, up to a maximum of four hundred (400) hours, shall be transferred to their Vacation bank. For one hundred and twenty (120) days following the ratification of this agreement, any Police Sergeant with a General Leave bank that exceeds four hundred (400) hours shall have the one-time option to "cash" out General Leave hours, at their regular rate of pay, by requesting the hours be provided in pay or deposited in deferred compensation or any other pre-tax program approved or provided by the City. The maximum number of hours paid shall not exceed two hundred forty (240) hours. If no election is made by the employee within one hundred and twenty (120) days, the hours in excess of four hundred (400) hours shall be paid out in the following pay period.

## POA MOU

### B. Sick Leave Compensation

1. All employees shall be entitled to use a maximum of sixty (60) calendar day's paid sick leave per incident or illness. This leave shall not accumulate beyond the one year maximum and there shall be no pay off rights to unused leave upon separation of employment from the City.
2. Police Sergeants Sick Leave Pay Off
  - a. Police Sergeants promoted before December 23, 2000, shall be entitled to the following sick leave payoff plan:

At separation from employment, all employees shall be paid, at their regular rate of pay, for twenty-five percent (25%) of unused, earned sick leave to four hundred eighty (480) hours accrued, and for thirty-five (35%) of all unused, earned sick leave in excess of four hundred eighty (480) hours, but not to exceed seven hundred twenty (720) hours. No Police Sergeant shall be paid at separation for more than seven hundred twenty (720) hours of unused, accumulated sick leave.

- b. Employees promoted to the rank of Police Sergeant on or after December 23, 2000 were credited with four hundred and eighty (480) sick leave hours. Effective April 8, 2006, Police Sergeants shall no longer use these hours. Effective April 8, 2006, as a one time option, for one hundred and twenty (120) days after ratification of this agreement, employees may elect to "cash" in their vested Sick Leave hours at their regular rate of pay, based upon ten percent (10%) vesting per year or any fraction thereof, retroactively applied to consecutive years of prior service as a Huntington Beach Police Sergeant. Such eligible hours for payoff shall follow the same payoff plan as outlined in this MOU for employees hired after November 20, 1978 as described above in subsection (a). The hours "cashed" may be provided in pay or deposited in deferred compensation or another pre-tax program approved or provided by the City. If no election is made by the employee within one hundred and twenty (120) days, the hours shall be paid out in the following pay period.

- C. Bereavement Leave - Employees shall be entitled to bereavement leave not to exceed three (3) working days in each instance of death in the immediate family. Immediate family is defined as father, mother, sister, brother, spouse, registered domestic partner, children, grandfather, grandmother, stepfather, stepmother, step grandfather, step grandmother, grandchildren, stepsisters, stepbrothers, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepchildren, or wards of which the employee is the legal guardian.

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

## POA MOU

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). Time off for a work related injury shall not run concurrently with FMLA or CFRA leave for sworn and detention employees.

The City shall comply with all State and Federal leave benefit entitlements 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. Catastrophic Leave Donation Program - Under certain conditions, employees may donate leave time to another employee in need. The program is outlined in Exhibit F.
- F. Weekend Military Drills - The City shall continue to pay for weekend military drills for employees hired prior to July 1, 1988 and currently belonging to federal military reserve units. All other employees shall be granted rights in accordance with all applicable state and federal laws.
- G. Nurse Employees Certification - The City shall allow licensed nurse employees time off with pay to attend required courses necessary to maintain certification requirements.
- H. Pay In Lieu of Compensatory Time - Twice each year, employees may, at their option, be paid for their compensatory time. Payment when requested under this section shall be at the employee's regular rate of pay in effect at the time the request is made.
- I. Deferred compensation/Leave Benefit 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.
- J. Association Business - An allowance of one thousand forty (1040) hours per year shall be established for the purpose of allowing authorized representatives of the Association to represent members of the Association in their employment relations. Such allowance may be utilized only by those persons authorized by the Board of Directors of the Association and such utilization shall be subject to the rules indicated in Exhibit B. Up to two hundred (200) hours per year of unused hours may be carried over to the subsequent year.

## POA MOU

### ARTICLE XIII - CITY PERSONNEL RULES

All MOU provisions that supersede the City's Personnel Rules shall automatically be incorporated into the City's Personnel Rules as applicable. 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 XIV – MISCELLANEOUS

- A. Tuition Reimbursement - Education costs shall be paid to non-sworn employees on the basis of full refund for tuition fees, books and supplies-provided, however, that maximum reimbursement shall be at the rates currently in effect in the University of California system.

Upon approval of the Department Head and the Human Resources Manager, employees may be compensated for actual cost of tuition, books, fees, at accredited educational institutions that charge higher rates than the University of California, if it can be demonstrated by the employee that said educational institution presents the only accredited course or program within a reasonable commuting distance of the employee.

Tuition reimbursement shall be limited to job related courses or approved degree objectives and require prior approval by the Department Head and Human Resources Manager.

Reimbursements shall be made when employees present proof to the Human Resources Manager that they have paid such costs and successfully completed the course(s) with either a "C" grade or better, or a "Pass" grade in a pass/fail grading system.

- B. Meal Allowance:

1. Per Diem - Employees shall be entitled to per diem under the following circumstances:
  - a. Personnel with prior knowledge and approval of their supervisor, and on work assignments, or attending meetings or training in excess of a twenty-five (25) mile radius beyond their normal work station, and which extends more than one (1) hour beyond their normal work hours or require lodging.
  - b. Meeting or training assignments, which include a meal, will be reimbursed at the actual cost of the meeting or meal, not to exceed the prorated per diem schedule.
  - c. Meal expenses other than listed in "a" or "b" may be considered for reimbursement (receipt required) at the discretion of the Division Commander.
  - d. Receipts are not required, other than as noted above.

## POA MOU

2. Per Diem Schedule - Forty-five dollars (\$45) per twenty-four (24) hour period or prorated as follows; breakfast – Ten dollars (\$10.00), Lunch – Fifteen dollars (\$15.00), Dinner – Twenty dollars (\$20.00).
- C. Mileage Allowance - The City shall reimburse employees for the use of personal automobiles at the existing IRS reimbursable rate.
- D. Weapon Vesting - Unit employees' assigned a weapon shall be vested with ten percent (10%) ownership per year so that ten (10) years after assignment of the weapon, to the employee, he/she shall be fully vested with ownership.
- E. 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.
- F. Take Home Vehicles/ Distance to Work - Employees who take work vehicles home under this provision must reside within thirty-five (35) miles of the City limits. Those employees assigned a motorcycle who reside beyond thirty-five (35) miles of the City limits at the time of ratification of this Agreement may drive their motorcycle to and from their residence to their place of work if such travel does not exceed three hundred and fifty (350) miles per week.

The following unit classifications shall be allowed to take a City vehicle home under this provision: Employees assigned to the Executive Division, Administrative Division, Investigation Division and specific assignments in the Uniform Division that require a vehicle assignment as part of their duties (ie. Canine, Motorcycle, Accident Reconstruction, Special Enforcement Bureau).

Employees who take a City vehicle home are expected to be reasonably available to respond to work-related activities; however, there is no restriction of the employee's off-duty activities implied or intended by this expectation.

- G. Employee – Employer Relations Resolution - 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.
- H. Use of Departmental Communications Systems - By agreement, the policy "Use of Departmental Communications Systems", adopted by side letter in 2002, has been incorporated into the Police Department Policy Manual.
- I. Administrative Appeal Procedure - In compliance with the Government Code, the Administrative Appeal Procedure for all public safety officers is referenced in Exhibit D of this Memorandum of Understanding.

## POA MOU

- J. Direct Deposit - All employees hired after the effective date of this agreement shall be required to enroll in and maintain participation in the City's direct deposit pay system.
- K. During the term of this Agreement, the City retains the right to meet and confer on any specific issue related to payroll implementation and/or compliance with the Fair Labor Standards Act (FLSA).

POA MOU

ARTICLE XV - CITY COUNCIL APPROVAL

It is the understanding of the City and the Association that this Memorandum of Understanding is of no force or effect whatsoever unless and until 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 1st day of May, 2006.

CITY OF HUNTINGTON BEACH

HUNTINGTON BEACH  
POLICE OFFICERS' ASSOCIATION

By: Penelope Culbreth-Graft  
Penelope Culbreth-Graft, CPA  
City Administrator

By: Kreg Muller  
Kreg Muller  
POA President

By: Ken Small  
Ken Small  
Chief of Police

By: Russell Reinhart  
Russell Reinhart  
Negotiations Chairman/  
POA Member

By: Bob Hall  
Bob Hall  
Deputy City Administrator

By: Corwin Bales  
Corwin Bales  
POA Member

By: Dan Villella  
for Dan Villella  
Finance Director

By: Norm Evenson  
Norm Evenson  
POA Member

By: Renée Mayne  
Renée Mayne  
Chief Negotiator

By: Dennis Hashin  
Dennis Hashin  
POA Member

APPROVED AS TO FORM

By: Jennifer McGrath  
Jennifer McGrath  
City Attorney  
JM  
4/14/06

By: Jeff Huss  
Jeff Huss  
POA Member

POA MOU

EXHIBIT A

CITY OF HUNTINGTON BEACH

POLICE OFFICERS' ASSOCIATION SALARY SCHEDULE

Effective April 8, 2006

Job Code	Classification	Range	A	B	C	D	E
0280	Communications Operator – PD	478	\$23.65	\$24.95	\$26.32	\$27.77	\$29.30
0281	Communications Supervisor – PD	505	\$27.06	\$28.55	\$30.12	\$31.78	\$33.53
0221	Detention Officer	477	\$23.53	\$24.82	\$26.19	\$27.63	\$29.15
0220	Detention Officer, Nurse	487	\$24.74	\$26.10	\$27.54	\$29.05	\$30.65
0222	Detention Shift Supervisor	504	\$26.93	\$28.41	\$29.97	\$31.62	\$33.36
0225	Police Recruit	449	\$20.46	\$21.59	\$22.78	\$24.03	\$25.35
0223	Police Officer	514	\$28.30	\$29.86	\$31.50	\$33.23	\$35.06
0159	Police Sergeant	564	\$36.32	\$38.32	\$40.43	\$42.65	\$45.00

Effective September 23, 2006

Job Code	Classification	Range	A	B	C	D	E
0280	Communications Operator – PD	478	\$23.65	\$24.95	\$26.32	\$27.77	\$29.30
0281	Communications Supervisor – PD	505	\$27.06	\$28.55	\$30.12	\$31.78	\$33.53
0221	Detention Officer	477	\$23.53	\$24.82	\$26.19	\$27.63	\$29.15
0220	Detention Officer, Nurse	487	\$24.74	\$26.10	\$27.54	\$29.05	\$30.65
0222	Detention Shift Supervisor	504	\$26.93	\$28.41	\$29.97	\$31.62	\$33.36
0225	Police Recruit	449	\$20.46	\$21.59	\$22.78	\$24.03	\$25.35
0223	Police Officer	522	\$29.47	\$31.09	\$32.80	\$34.60	\$36.50
0159	Police Sergeant	572	\$37.82	\$39.90	\$42.09	\$44.40	\$46.84

## POA MOU

Effective March 24, 2007

Job Code	Classification	Range	A	B	C	D	E
0280	Communications Operator – PD	482	\$24.13	\$25.46	\$26.86	\$28.34	\$29.90
0281	Communications Supervisor – PD	509	\$27.62	\$29.14	\$30.74	\$32.43	\$34.21
0221	Detention Officer	481	\$24.02	\$25.34	\$26.73	\$28.20	\$29.75
0220	Detention Officer, Nurse	491	\$25.24	\$26.63	\$28.09	\$29.63	\$31.26
0222	Detention Shift Supervisor	508	\$27.49	\$29.00	\$30.59	\$32.27	\$34.04
0225	Police Recruit	453	\$20.88	\$22.03	\$23.24	\$24.52	\$25.87
0223	Police Officer	526	\$30.06	\$31.71	\$33.45	\$35.29	\$37.23
0159	Police Sergeant	576	\$38.58	\$40.70	\$42.94	\$45.30	\$47.79

Effective September 22, 2007

Job Code	Classification	Range	A	B	C	D	E
0280	Communications Operator – PD	486	\$24.62	\$25.97	\$27.40	\$28.91	\$30.50
0281	Communications Supervisor – PD	513	\$28.17	\$29.72	\$31.35	\$33.07	\$34.89
0221	Detention Officer	485	\$24.50	\$25.85	\$27.27	\$28.77	\$30.35
0220	Detention Officer, Nurse	495	\$25.75	\$27.17	\$28.66	\$30.24	\$31.90
0222	Detention Shift Supervisor	512	\$28.02	\$29.56	\$31.19	\$32.91	\$34.72
0225	Police Recruit	457	\$21.30	\$22.47	\$23.71	\$25.01	\$26.39
0223	Police Officer	530	\$30.66	\$32.35	\$34.13	\$36.01	\$37.99
0159	Police Sergeant	580	\$39.36	\$41.52	\$43.80	\$46.21	\$48.75

## POA MOU

Effective March 22, 2008

Job Code	Classification	Range	A	B	C	D	E
0280	Communications Operator – PD	491	\$25.24	\$26.63	\$28.09	\$29.63	\$31.26
0281	Communications Supervisor – PD	518	\$28.87	\$30.46	\$32.14	\$33.91	\$35.78
0221	Detention Officer	490	\$25.10	\$26.48	\$27.94	\$29.48	\$31.10
0220	Detention Officer, Nurse	500	\$26.40	\$27.85	\$29.38	\$31.00	\$32.70
0222	Detention Shift Supervisor	517	\$28.73	\$30.31	\$31.98	\$33.74	\$35.60
0225	Police Recruit	462	\$21.82	\$23.02	\$24.29	\$25.63	\$27.04
0223	Police Officer	535	\$31.44	\$33.17	\$34.99	\$36.91	\$38.94
0159	Police Sergeant	585	\$40.34	\$42.56	\$44.90	\$47.37	\$49.98

Effective September 20, 2008

Job Code	Classification	Range	A	B	C	D	E
0280	Communications Operator – PD	496	\$25.89	\$27.31	\$28.81	\$30.39	\$32.06
0281	Communications Supervisor – PD	523	\$29.61	\$31.24	\$32.96	\$34.77	\$36.68
0221	Detention Officer	495	\$25.75	\$27.17	\$28.66	\$30.24	\$31.90
0220	Detention Officer, Nurse	505	\$27.06	\$28.55	\$30.12	\$31.78	\$33.53
0222	Detention Shift Supervisor	522	\$29.47	\$31.09	\$32.80	\$34.60	\$36.50
0225	Police Recruit	467	\$22.39	\$23.62	\$24.92	\$26.29	\$27.74
0223	Police Officer	540	\$32.24	\$34.01	\$35.88	\$37.85	\$39.93
0159	Police Sergeant	590	\$41.36	\$43.63	\$46.03	\$48.56	\$51.23

## POA MOU

Effective March 21, 2009

Job Code	Classification	Range	A	B	C	D	E
0280	Communications Operator – PD	501	\$26.53	\$27.99	\$29.53	\$31.15	\$32.86
0281	Communications Supervisor – PD	528	\$30.36	\$32.03	\$33.79	\$35.65	\$37.61
0221	Detention Officer	500	\$26.40	\$27.85	\$29.38	\$31.00	\$32.70
0220	Detention Officer, Nurse	510	\$27.75	\$29.28	\$30.89	\$32.59	\$34.38
0222	Detention Shift Supervisor	527	\$30.21	\$31.87	\$33.62	\$35.47	\$37.42
0225	Police Recruit	472	\$22.96	\$24.22	\$25.55	\$26.96	\$28.44
0223	Police Officer	545	\$33.04	\$34.86	\$36.78	\$38.80	\$40.93
0159	Police Sergeant	595	\$42.40	\$44.73	\$47.19	\$49.79	\$52.53

Effective September 19, 2009

Job Code	Classification	Range	A	B	C	D	E
0280	Communications Operator – PD	506	\$27.19	\$28.69	\$30.27	\$31.94	\$33.70
0281	Communications Supervisor – PD	533	\$31.12	\$32.83	\$34.64	\$36.55	\$38.56
0221	Detention Officer	505	\$27.06	\$28.55	\$30.12	\$31.78	\$33.53
0220	Detention Officer, Nurse	515	\$28.45	\$30.01	\$31.66	\$33.40	\$35.24
0222	Detention Shift Supervisor	532	\$30.97	\$32.67	\$34.47	\$36.37	\$38.37
0225	Police Recruit	477	\$23.53	\$24.82	\$26.19	\$27.63	\$29.15
0223	Police Officer	550	\$33.88	\$35.74	\$37.71	\$39.78	\$41.97
0159	Police Sergeant	600	\$43.48	\$45.87	\$48.39	\$51.06	\$53.86

## POA MOU

### EXHIBIT B

#### GUIDELINES FOR THE USE OF THE ASSOCIATION BANK TIME

- A. Any substantial<sup>1</sup> time used for the Huntington Beach Police Officers' Association business while the member is using that time, is on a working status and this time will be deducted from the Association Bank, as per the Memorandum of Understanding.
- B. Any Association member desiring to use Association time, while they are on duty, shall obtain permission for their immediate supervisor, then from the President of the Association.

An Association member shall, on all but emergency situations, give adequate advance notice to his/her supervisor when requesting time off for Association business. If the employee's absence is less than one hour, use of Association bank time is not required. If the employee is away from work in excess of one hour, an Association book-time slip for all time away from work is required.

In the event that the President of the Association is not available to grant permission, the Vice-President will then have the responsibility to make the appropriate decision.

If the Association member's immediate supervisor will not grant the person who is requesting time off for Association business, then the President shall be immediately notified by the member.

If the business is of such a nature that it must be conducted by that particular Association member, then the President will take the matter to the Division level and every effort will be made to resolve the issue.

- C. Any member using Association time, while on duty, will submit an Association Bank Time Form and an overtime request form to the President. The member must write on top of the overtime form "ASSOCIATION BANK TIME OFF" and the payroll exception form will be signed by the supervisor and the President of the Police Officers' Association or his representative.

The communiqué will have the exact time and date that was used for the Association business, the location where the business was conducted.

- D. Those Association members that may use the Association Bank are:
  - 1. President of the Huntington Beach Police Officers' Association
  - 2. Board of Directors of the Huntington Beach Police Officers' Association.

---

<sup>1</sup> 1. Substantial time, being defined as that time in excess of one hour and where the Association member is not available for duty until the Association business is concluded.

## POA MOU

3. Members assigned to committees designated by the President or the Board of Directors.
  4. PORAC Representative.
  5. Any other Association member designated.
- E. All memorandums and payroll exemption forms will be forwarded to payroll and the copies will be sent to the Secretary of the Association for accounting purposes.

## POA MOU

### EXHIBIT C – 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. On the first of the month in which a retiree or dependent reaches age 65 or on the date the retiree or dependent can first apply and become eligible, automatically or voluntarily, for medical coverage under Medicare (whether or not such application is made) the City's obligation to pay Service Credit Subsidy may be adjusted downward or eliminated.
  - b. 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.

To receive the Service Credit Subsidy retirees are required to purchase medical insurance from City sponsored plans. The City shall have the right to

## POA MOU

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 \$121. 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:

<i>Years of Service</i>	<i>Service Credit Subsidy</i>
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

### 8. Medicare:

- a. All persons are eligible for Medicare coverage at age 65. Those with sufficient credited quarters of Social Security will receive Part A of Medicare at no cost. Those without sufficient credited quarters

## POA MOU

are still eligible for Medicare at age 65, but will have to pay for Part A of Medicare if the individual elects to take Medicare. In all cases, the participant pays for Part B of Medicare.

- b. When a retiree and his/her spouse are both 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 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 65 is not eligible for paid Part A of Medicare and his/her spouse who is also age 65 is eligible for paid Part A of Medicare, the subsidy shall be for the retiree's Part A only.

### 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 65.
  - ii. At age 65 retirees are eligible to make application for Medicare. Upon being considered "eligible to make application," whether or not application has been made for Medicare, the Service Credit Subsidy Plan will be eliminated.

## POA MOU

### EXHIBIT D

#### ADMINISTRATIVE APPEAL PROCEDURE

##### 1. Authority

- a. Rule 20 of the existing City Personnel Rules provides an administrative procedure for appealing any discipline that involves a loss in pay. Rule 20 applies to all City employees.
- b. Government Code Section 3304(b) allows that an appeal procedure be made available to all “public safety officers” (as defined at Government Code § 3301) for the following “punitive actions:” (i) official reprimands; (ii) punitive transfers that do not involve a loss of pay, and (iii) non-punitive transfers that does result in a loss of pay. Such actions will be collectively referred to as an “Action.” Case law allows such an appeal procedure to be more limited than afforded under Rule 20.
- c. This provision is intended to establish the Administrative Arbitration Panel to hear appeals from public safety officers. This provision only applies to an “Action” as defined above in “b.” It does not apply to a non-punitive transfer imposed on a public safety officer that does not result in a loss of pay. (Government Code § 3304(b))

##### 2. Administrative Arbitration Panel

- a. Appeals will be heard by a neutral fact finding group of three City employees.
- b. Only active full-time employees of the City of Huntington Beach Police Department may serve on the Administrative Arbitration Panel. The Panel is comprised of one employee selected by the POA, one employee selected by the Chief of Police, and the third employee selected by mutual agreement between the first two Panel members. If no agreement can be reached, the “strike-out” process will be used to select the third Panel member, with the POA and the Chief each submitting four names for consideration. A coin toss will determine the party striking first with the POA reserving the right to call the coin or defer.

## POA MOU

- c. The panel member selected by the – Chief of Police, the POA, and the panelmember selected by the – Chief of Police and the POA shall each select one alternate to the panel to serve in place of a panel member in case of conflicts of interest.
- d. A Panel member will serve one year. If the Panel member selected to serve on an Administrative Arbitration Panel has direct involvement in the punitive action or is a party to the issue, he or she will be replaced by the alternate

### 3. Appeal Notice

- a. An appealing officer has five (5) calendar days from date of receipt of an “Action” to file a written appeal with the Chief of Police; otherwise, the “Action” shall stand as issued with no further rights to appeal.
- b. If an officer chooses not to appeal an “Action, ” they may submit a written rebuttal within thirty (30) days from date of receiving the “Action.” The written rebuttal will be filed with the “Action” in the officer’s official personnel file.

### 4. Scheduling of Hearing

Upon receipt of the written appeal notice, the – Chief of Police is required to immediately request the Administrative Arbitration Panel to convene for a hearing. The Administrative Arbitration Panel is required to convene within thirty (30) days of receiving notice from the Chief of Police.

### 5. Hearing Procedure

- a. All hearings shall be closed to the public unless the disciplined officer requests a public hearing.
- b. All hearings shall be tape-recorded.
- c. The Administrative Arbitration Panel shall hear testimony from the appealing officer and the Department (specifically, the officer who investigated the conduct that led to the Written Reprimand). Testimony shall not exceed one hour from each side and an additional fifteen (15) minutes shall be given to each for rebuttal. The Department shall be heard first.

## POA MOU

- d. If an appealing officer wishes to submit a written argument in lieu of oral testimony, they may do so provided that they notify the opposing party. The written testimony may not exceed one thousand five hundred (1,500) words. The written testimony must be submitted to the Administrative Arbitration Panel and the – Chief of Police by no later than three (3) days in advance of the scheduled hearing.
  - e. There is no right to sworn testimony, subpoenas, cross-examination or representation by third parties, including attorneys, at the hearing.
  - f. In all “Actions” involving punitive discipline, the burden of proof shall be on the Department to show by a preponderance of the evidence that just cause exists for imposing discipline. In all non-punitive “Actions” (e.g., a non-punitive transfer that results in a loss of pay), the burden of proof shall be on the Department to show by a preponderance of the evidence that reasonable grounds exist for the transfer.
6. Rendering of Decision by the Administrative Arbitration Panel
- a. At the conclusion of the hearing, the Administrative Arbitration Panel shall deliberate in closed session.
  - b. The decision of the Administrative Arbitration Panel is binding with no further rights to appeal.
  - c. The decision of the Administrative Arbitration Panel must be issued in writing to the appealing officer within seven (7) calendar days from the conclusion of the hearing.
  - d. The member of the Administrative Arbitration Panel who was selected by the POA and the – Chief of Police shall be responsible for preparing and distributing the decision with a copy to both parties.
  - e. The decision shall include the following:
    - Sustained (“Action” stands)
    - Not Sustained (“Action” does not stand)
    - Other Recommendation(s) to the Chief of Police
  - f. In the event an officer’s “Action” is *Sustained*, they may, within five (5) calendar days from the date of the Administrative Arbitration Panel’s decision, file a written rebuttal. The written rebuttal will be filed with the

## POA MOU

“Action” in the employee’s official personnel file, along with the tape recording of the hearing.

# POA MOU

## EXHIBIT E

### VOLUNTARY CATASTROPHIC LEAVE DONATION

#### 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, 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.

## POA MOU

### 4. Eligibility

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

- Accrues vacation or general leave;
- 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.

Employees wanting to make donations will submit an Authorization for Donation to the Human Resources Division (payroll).

All donation forms submitted to payroll will be date stamped and used in order received for each bi-weekly pay period. 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 Division on questions regarding employee participation in this program.

POA MOU

**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 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 Division 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 Manager Signature:	Date signed:

POA MOU

**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:	Number of Hours I wish to Donate:
<input type="checkbox"/> Vacation	_____ Hours of Vacation
<input type="checkbox"/> Compensatory Time	_____ Hours of Compensatory Time
<input type="checkbox"/> General Leave	_____ 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 Payroll in the Human Resources Division.**

## POA MOU

### Exhibit F Job Sharing Program

#### Definition

Job Sharing: Two employees share one job, subject to the following conditions:

#### Eligibility

1. Police Officers eligible for this program must have three (3) years experience as a patrol Officer for Huntington Beach Police. Lateral Officers with two (2) years prior patrol experience are eligible after two (2) years of patrol assignment with HBPD. Police Sergeants are not eligible for the job sharing program.
2. Communications Operators eligible for this program must have three (3) years dispatch experience as a Communications Operator for Huntington Beach Police. Lateral Communication Operators with three (3) years of prior experience are eligible after two (2) years experience with HBPD.
3. Detention Officers are eligible after two (2) years experience as Detention Officers with HBPD.

#### Benefits

Job Sharing employees will:

1. Bid for one position on a patrol squad or duty position.
2. Use the seniority of the junior member of the team to establish bid shift order.
3. Receive medical coverage for employee only, or a \$200 stipend upon proof of medical coverage per MOU proposal.
4. Accrue Seniority for PERS and the department on a half time basis.
5. Receive hourly pay.
6. Receive one half (1/2) uniform allowance.
7. Receive half education pay at individual rate.
8. Receive half holiday pay.
9. Receive Sick time per MOU.
10. Accrue vacation on half time basis.
11. Earn seniority on half time basis.
12. Earn compensation for court appearance per MOU.
13. Receive time and one half pay for mandatory overtime.

#### Conditions

1. Absent an emergency, employees seeking a return to full time assignment are required to give 90-day notice of intent.

## POA MOU

2. In the event of an emergency separation of the sharing partner, the remaining partner will enjoy a 90-day window within the shared position before returning to full time employment.
3. The remaining partner will return to full time when the sharing partner leaves the position, unless replaced by another qualified job share employee.
4. Job sharing employees are not eligible for voluntary overtime.
5. Up to five positions would be eligible for job sharing in uniform patrol.
6. Only one position in dispatch and the jail would be eligible for job sharing.
7. Job sharing employees cannot work specialty assignments (i.e. SWAT, Beach Detail, HNT).
8. Job Sharing would be limited to the five (5) year term. Job sharing candidates leaving the position would be eligible for re-entry after one year in patrol.