

Memorandum of Understanding

between

Huntington Beach  
Municipal Teamsters

and

City of Huntington Beach

January 1, 2022 – December 31, 2024

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**Memorandum of Understanding  
between  
The City of Huntington Beach  
(hereinafter called City)  
and  
The Huntington Beach Municipal Teamsters  
(hereinafter called Association or HBMT)**

**PREAMBLE**

WHEREAS, pursuant to California law, the City, acting by and through its designated representatives, duly appointed by the governing body of said City, and the representatives of the Association, a duly recognized employee Association, have met and conferred in good faith and have fully communicated and exchanged information concerning wages, hours and other terms and conditions of employment for the period January 1, 2022 through December 31, 2024; and

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

NOW THEREFORE, this Memorandum of Understanding (MOU) is made to become effective January 1, 2022 and it is agreed as follows:

**ARTICLE I – TERM OF MOU**

- A. This Memorandum of Understanding shall be in effect for a term commencing on January 1, 2022 the effective date through December 31, 2024.
- B. This Agreement constitutes the entire Agreement of the parties with respect to improvements or changes in the salaries and monetary benefits for employees represented by the Association for the duration of this Agreement.

**ARTICLE II – REPRESENTATIONAL UNIT/CLASS**

It is recognized that the Association is the employee organization which has the right to meet and confer in good faith with the City on behalf of permanent employees of the City within those class titles set out in Exhibit A attached hereto and incorporated herein. The term "permanent employee" herein shall be referred to as "employee" and is used only to determine entitlement to certain benefits provided by this MOU and is defined as follows; an employee that has completed or is in the process of completing a probationary period in a permanent position in the competitive service in which the employee regularly works twenty (20) hours or more per week. Additionally, the representation unit shall include all non-safety, non-management classifications which are created after execution of this Agreement and are not included in another representation unit or determined in accordance with the Employer-Employee Relations Resolution to be more appropriately designated as Non-Associated (NA) classifications.

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

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

### **ARTICLE III – MANAGEMENT RIGHTS**

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

### **ARTICLE IV – EXISTING CONDITIONS**

Except as expressly provided herein, the adoption of this Memorandum of Understanding shall not change existing benefits, and terms and conditions of employment which have been established in prior Memoranda of Understanding, and/or provided for in the Personnel Rules of the City of Huntington Beach.

### **ARTICLE V – SEVERABILITY**

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

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## ARTICLE VI – SALARY SCHEDULE

### A. Classification and Salary Rates

All employees are required to utilize direct deposit of payroll checks. The City shall issue each employee direct deposit advice (payroll receipt) each pay period that details all income, withholdings, and deductions.

Effective at the beginning of the pay period including January 1, 2022, the parties agree that the salary schedule in Exhibit A reflects the following modifications from the salary schedule in the 2019-2020 MOU:

1. The salary schedule will include seven (7) steps from A-G;
2. The steps will be five percent (5%) steps;
3. The salary ranges will be one percent (1%) apart;
4. Each job classification will be assigned a salary range by:
  - a. Locating the range on the new salary schedule with a Step F that is nearest to the position's current top step (Step E) without being less; and then,
  - b. Moving two ranges higher, thereby providing a wage increase of not less than two percent (2%) for all employees in the Association.
5. Each employee will be placed on the step (A-F) of their classification's assigned salary range that is nearest to their base salary step (A-E of the 2019-2020 salary schedule) without being less.

Once placed on the new, seven-step salary schedule, employees will be eligible to move to the next step on their anniversary date (i.e., the date they are due for their next evaluation) upon receipt of a satisfactory evaluation.

### B. Performance Bonus

Effective at the beginning of the pay period including January 1, 2022, employees in the unit who are at Step G on the salary schedule are eligible for an annual performance bonus of up to three percent (3%) of their base pay at the time of their evaluation.

The annual performance bonus amount will be determined based upon the evaluation of the employee's performance. A completed performance evaluation with specific recognition of outstanding performance must be attached to the Personnel Action Form and sent to the Human Resources Division. The evaluation will also identify performance goals and objectives.

Employees who disagree with the performance bonus award granted by their supervisor / manager may appeal the decision directly to their Department Head for additional consideration. After review, the Department Head's final decision regarding the performance bonus award amount shall be final and binding, and shall not be subject to grievance.



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The parties agree that to the extent permitted by CalPERS or law, the City will report the compensation in this section as special compensation pursuant to Title 2 CCR, Section 571(a)(1) Bonus.

### ARTICLE VII – SPECIAL PAY

#### A. Education

##### 1. Tuition Reimbursement

Upon approval of the Department Head and the Administrative Services Director, employees may be compensated for courses from accredited vocational and educational institutions. Tuition reimbursement shall be limited to courses related to the employee's current job or any job family in the City to assist in career advancement, or courses required to meet educational degree objectives. All courses require prior approval by the Department Head and Administrative Services Director.

Education costs shall be reimbursed to employees on a first-come, first-served basis for a full refund for tuition, books, parking (if a required fee), and any other required fees upon presentation of receipts. On a first-come, first-served basis, the maximum annual benefit per fiscal year for each employee is \$5,250 (five thousand two hundred-fifty dollars), until the maximum allocation for the entire bargaining unit of seventy five thousand dollars (\$75,000) in each fiscal year period has been allocated.

Reimbursements shall be made when the employee presents proof to the Administrative Services Director that they have successfully completed the course with a grade of "C" or better; or a "Pass" if taken for credit.

#### B. Assignment Pay

##### 1. Leadworker Differential

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

##### 2. Shift Differential

###### a. Afternoon Shift

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

###### b. Night Shift

Employees required to work on a regularly assigned shift that occurs between midnight and 8:00 AM shall be paid a special pay equal to ten percent (10%) of the employee's base hourly rate (as defined in Article IX).

###### c. Shifts Defined

Employees will be considered as assigned to the afternoon shift (4:00 PM to midnight) or the night shift (midnight to 8:00 AM) when five (5) or more hours of

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their regularly assigned shift occurs in the afternoon or night shift as defined herein.

### C. Special Certification/Skill Pay

#### 1. Bilingual Skill

Employees who are required by their Department Head to use Spanish, Vietnamese, or American Sign Language skills as part of their job assignment, shall be paid an additional five percent (5%) of their base hourly rate (as defined in Article IX) in addition to their regular bi-weekly pay. The special pay shall be effective the first full pay period following certification as verified to the Department Head in writing by the Administrative Services Director or designee. Employees may accept assignments utilizing bilingual skills in other languages on a short-term assignment with approval by the City Manager. Such employees shall receive the additional five percent (5%) of their base hourly rate of pay (as defined in Article IX) for every bi-weekly pay period that the assignment is in effect. In order to be eligible for said compensation, employee's language proficiency will be tested and certified by the Administrative Services Director or designee.

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

#### 2. Hazardous Materials Duty Assignment Pay

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

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

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

### A. Uniforms and Safety Shoes

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

#### 1. Safety Shoes – Cost

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

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### 2. Safety Glasses

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

### B. Tool Allowance

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

The following classifications are eligible to receive tool allowance:

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

### C. Vehicle Use

The City Vehicle Use Policy is attached in Exhibit C. Approval is required by the City Manager or designee for any City vehicle to be taken home by an employee. Unit employees subject to the vehicle use policy in Exhibit C shall be required to participate in the DMV Pull Notice program.

## ARTICLE IX – HOURS OF WORK/OVERTIME

### A. Work Schedule

It is the intent of the City to provide an opportunity for employees to select a flexible (flex) schedule and/or alternative work schedule that is consistent with the City's objective that such schedules shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or designee.

#### 1. Pay Definitions

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

- a. Base Hourly Rate of Pay is defined as the hourly rate of pay that is identified in Exhibit A, Salary Schedules.
- b. Regular Rate of Pay is defined as the base hourly rate plus (including) special pays as identified in Article VII.
- c. Overtime Rate of Pay is defined as the base hourly rate of pay times one and one half (1 ½) plus (including) special pays as identified in Article VII.

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- d. Hours of Work includes: General Leave, Holidays, Sick Leave and Compensatory Time for the purpose of calculating overtime.
2. Defined Workweek under Fair Labor Standards Act (FLSA)

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

With Supervisor and Department Head approval employees may flex regular scheduled start times between the hours of 6:30 A.M. to 9:00 A.M. in half-hour increments (i.e. 6:30 AM, 7:00 A.M., 7:30 A.M., 8:00 A.M., 8:30 A.M., and 9:00 A.M.). Flex schedules shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or designee. Once a flex schedule is established, an employee shall not change that schedule until the end of the pay period, with the approval of the Department Head.

Employees will have the option of working a 5/40 or 9/80 work schedule with Supervisor and Department Head approval. Employees assigned to the Police Department shall retain the option of working the 4/10 work schedule with Supervisor and Department Head approval. In order to maintain service to the public, departmental effectiveness, productivity and/or efficiency, a Department Head may assign an employee a different work schedule that is in compliance with the requirements of FLSA with City Manager approval.

- a. 5/40 Work Schedule

The 5/40 work schedule shall be defined as working five (5) eight (8) hour days Monday through Friday each week plus a one (1) hour unpaid lunch during each work shift, totaling a forty (40) hour workweek. The assigned 5/40 work schedule must be in compliance with the requirements of FLSA.
- b. 9/80 Work Schedule
  - i. Civic Center Employees

The 9/80 work schedule, as outlined in Exhibit E, shall be defined for all employees assigned to the Civic Center as working nine (9) days for eighty (80) hours in a two (2) week pay period by working eight (8) days at nine (9) hours per day and working one (1) day (Friday) for eight (8) hours, plus a one (1) hour unpaid lunch during each work shift, totaling forty (40) hours in each FLSA workweek. The 9/80 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or designee.
  - ii. Non Civic Center Employees

The 9/80 work schedule, as outlined in Exhibit E, shall be defined for all employees not assigned to the Civic Center as working nine (9) days for eighty

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(80) hours in a two (2) week pay period by working eight (8) days at nine (9) hours per day and working one (1) day (Friday) for eight (8) hours, plus a one (1) hour unpaid scheduled lunch during each work shift, totaling forty (40) hours in each FLSA workweek. The 9/80 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or designee.

c. 4/10 Work Schedule

The 4/10 work schedule, as outlined in Exhibit F, shall be defined as working four (4) ten (10) hour days each week plus a one (1) hour unpaid lunch during each work shift, totaling forty (40) hours in each FLSA workweek. The assigned 4/10 work schedule must be in compliance with the requirements of FLSA. The 4/10 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or designee.

d. Existing Alternative Work Schedules

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

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

### B. Overtime/Compensatory Time

1. FLSA Workweek and Employee Pay Period

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

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

2. Overtime

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

3. Work Shift that Exceeds Thirteen (13) Hours

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

- a. One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of their regular workday, up to and including thirteen (13) hours in any workday, and
- b. Two (2) times the employee's regular rate for all hours worked in excess of thirteen (13) hours in a workday.

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4. The employee's Supervisor shall determine if employee receives overtime pay or compensatory time. Consideration shall be given to effectuating the request of the employee; however, the maximum accrual for compensatory time shall be one hundred forty (140) hours.
5. Two (2) times per fiscal year an employee may cash out hours of banked compensatory time, for maximum annual cash out amount of one hundred ten (110) hours. The employee shall give payroll two (2) weeks advance notice of their decision to exercise such option.

### C. Employee Fatigue

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

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

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

### D. Callback

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

### E. Mandatory Standby

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

### F. Acting Assignment

If an employee is formally assigned to work in a higher classification on a temporary basis for greater than three (3) consecutive weeks, the employee shall be compensated for all hours worked in the higher classification at a rate which is at least five percent (5%) above their pay step, but such pay increase shall not exceed ten percent (10%) and not to exceed the top step of the pay range for all hours worked in the higher classification. In the event a non-exempt employee is assigned to act in a classification that is exempt from overtime, the employee shall retain all special pays of their non-exempt classification and shall receive compensation for hours worked over forty (40) hours in the designated FLSA workweek on a hour for hour basis, at the regular rate of pay. Such pay shall be paid or credited to the employee's compensatory time off balance at the discretion of the Department Head or designee.

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

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

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

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

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

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

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

## ARTICLE X – HEALTH AND OTHER INSURANCE BENEFITS

### A. Health and Other Insurance Premiums

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

### B. Eligibility, Criteria and Cost

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

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

## HUNTINGTON BEACH MUNICIPAL TEAMSTERS

### Maximum Employer Contributions

For the term of this agreement, and thereafter unless modified by negotiated agreement of the parties, the City's maximum monthly employer contributions for each employee's health and other insurance premiums are set forth as follows:

- a. Effective the pay period that includes January 1, 2022, the City's maximum monthly contribution to medical premiums will increase as summarized in the table below, up to, but not to exceed the monthly plan premium cost.
- b. Effective the pay period that includes January 1, 2023, the City's maximum monthly contribution to medical premiums will increase by \$23.33 per month, per medical plan and enrollment tier, up to, but not to exceed the monthly plan premium cost.
- c. The City's contribution to Delta Dental PPO, Delta Care HMO, and Vision Service plans (VSP) will not increase, as shown in the table below. The dental insurance maximum coverage is two thousand dollars (\$2,000.00) per year.

The maximum City contribution shall be based on the employee's enrollment in each plan. If an employee's health insurance premium (medical, dental, and/or vision) exceeds the City's contribution, the employee shall be responsible for paying the difference between the cost of the premium and the City's contribution.

<b>Maximum City Health Contributions</b>				
The City agrees to contribute up to the plan premium per tier, but not higher than the maximums listed below:				
Plan	Tier	Prior Year	Effective 1/1/2022	Effective 1/1/2023
Medical	Single	779.00	831.19	854.52
	Two-Party	1357.00	1424.85	1448.18
	Family	1607.00	1687.35	1710.68
Delta Dental PPO	Single	53.44	53.44	53.44
	Two-Party	100.34	100.34	100.34
	Family	132.70	132.70	132.70
Delta Care HMO	Single	23.48	23.48	23.48
	Two-Party	39.95	39.95	39.95
	Family	61.07	61.07	61.07
VSP	Single	21.88	21.88	21.88
	Two-Party	21.88	21.88	21.88
	Family	21.88	21.88	21.88



## HUNTINGTON BEACH MUNICIPAL TEAMSTERS

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### 2. Part Time Employee Contributions

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

### 3. Future Premiums and City Contributions

For the term of this agreement, and thereafter unless modified by negotiated agreement of the parties, the City's monthly contributions to medical, dental, and vision insurance shall remain as specified for the 2022 and 2023 Health Premiums and Contribution amounts, unless otherwise specified herein.

### C. COBRA

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

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

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

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

The City shall provide for each employee at the City's expense a long-term disability insurance plan. The parties agree to exclude job-related illness or injury from coverage. A copy of the LTD insurance plan may be obtained from the Human Resources Division.

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

### F. Medical Cash-Out

Group health insurance for this unit is provided by the Teamsters Miscellaneous Security Trust Fund. If an employee obtains approval from the Teamsters Miscellaneous Security Trust Fund to suspend medical and prescription benefits, they may receive a medical cash-out. The amount of cash-out is equal to the City's contribution to the lowest cost employee-only medical premium offered to this unit.

Evidence of approved suspension must be submitted to the Human Resources Division. Medical cash-out would commence the beginning of the first pay period following the effective date of the approved suspension granted by the Teamsters Miscellaneous Security Trust Fund.

The Medical Cash-Out is subject to increase up to a maximum of \$831.19 effective January 1, 2022, and up to \$854.52 effective January 1, 2023, not to exceed the lowest cost single plan tier monthly premium. If the lowest cost single tier plan monthly premium

## HUNTINGTON BEACH MUNICIPAL TEAMSTERS

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is less than the Medical Cash-Out maximum, then the cash-out will equal the lowest cost single plan tier monthly premium.

### G. Section 125 Plan

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

### H. Miscellaneous

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

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

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

4. The City and the Association participate in a City-wide joint labor and management Insurance and Benefits Advisory Committee to discuss and study issues relating to insurance benefits available for employees.

#### 5. Health Plan Over-Payments

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

a. The employee's bi-weekly salary warrant shall be reduced by one-half (1/2) of the amount of the bi-weekly overpayment. Such reduction shall continue until the entire amount of the overpayment is recovered.

b. The City shall be entitled to recover a maximum of twelve (12) months premium overpayments. Neither the employee nor the dependent shall be liable to the City other than as provided herein.

### I. Retiree Medical Coverage for Retirees Not Eligible for the City Retiree Medical Subsidy Plan

Employees who retire from the City after January 1, 2004 and are granted a retirement allowance by the California Public Employees Retirement System (CalPERS) and are not eligible for the City's Retiree Medical Subsidy Plan, may choose to participate in City

## HUNTINGTON BEACH MUNICIPAL TEAMSTERS

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sponsored medical insurance plans until the first of the month in which they turn age sixty-five (65).

The retiree shall pay the full premium for City sponsored medical insurance for themselves and/or qualified dependents without any City subsidy.

Employees who retire from the City and receive a retirement allowance from the CalPERS and are not eligible for the City's Retiree Medical Subsidy Plan and choose not to participate in City sponsored medical insurance, upon retirement permanently lose eligibility for this insurance.

However, if a retiree who is not eligible for the City's Retiree Medical Subsidy Plan chooses not to participate in a City sponsored medical insurance plan because the retiree has access to other group medical insurance, and subsequently loses eligibility for that group medical insurance, the retiree and their qualified dependents will have access to City sponsored medical insurance plans reinstated.

Eligibility for retiree medical coverage terminates the first of the month in which the retiree or qualified dependent turns age sixty-five (65).

### J. Post-65 Supplemental Medicare Coverage

Retirees who are participating in the Retiree Medical Subsidy Plan as of January 1, 2004 and all future retirees who meet the criteria to participate in City sponsored medical insurance, with or without the Retiree Medical Subsidy Plan, may participate in a City sponsored medical insurance plan that is supplemental to Medicare.

A retiree or qualified dependent must choose to participate in a City sponsored medical insurance plan that is supplemental to Medicare beginning the first of the month in which the retiree or qualified dependent turns age sixty-five (65).

The retiree shall pay the full premium to participate in a City sponsored medical insurance plan that is supplemental to Medicare for themselves or qualified dependents without any City subsidy.

Retirees or qualified dependents upon turning age sixty-five (65), who choose not to participate in a City sponsored medical insurance plan that is supplemental to Medicare, permanently lose eligibility for this insurance.

## ARTICLE XI – RETIREMENT

### A. Benefits

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

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

- a. In the event a PERS member elects Option #1, #2, #2W, #3, #3W or #4 of the Public Employees' Retirement law, the City shall pay the difference between the employee's elected option and the unmodified allowance which the retiree would have received for their life alone as provided in California Government Code sections 21455, 21456, 21457, and 21548 as said

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referenced Government Code sections exist as of the date of this agreement. This payment shall be made only to the retiree and shall be payable by the City during the life of the member, and upon that retiree's death, the City's obligation shall cease. The method of funding this benefit shall be at the sole discretion of the City. This benefit is vested for employees covered by this Agreement.

- b. Employees hired on or after December 27, 1997, shall not be eligible for this benefit referenced in A.1.a. herein above.

### 2. Deferred Compensation

Any employee who contributes one dollar (\$1.00) or more per pay period to their deferred compensation account shall receive an employer contribution in the amount of nine dollars and twenty-three cents (\$9.23) per pay period to the employee's deferred compensation account.

### 3. Medical Insurance for Retirees

- a. Upon retirement, whether service or disability, each employee shall have the following options in regards to medical insurance under City sponsored plans:
  - i. With no change in benefits, retirees can stay in any of the plans offered by the City, at the retiree's own expense, for the maximum time period allowed by federal law (COBRA), state law (Cal-COBRA); or,
  - ii. Retirees may participate in the Retiree Medical Subsidy Plan, attached hereto as Exhibit D, as amended, based upon the eligibility requirements described in Exhibit D.
  - iii. The value of any unused earned leave benefits may be transferred to deferred compensation at retirement, but only during the time that the employee is actively employed with the City. The latest opportunity for such transfer must be the pay period prior to the employee's last day of employment.
- b. Employees hired on or after October 1, 2014, shall not be eligible for this benefit referenced in A.3.a.ii. herein above.

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

### 1. "Classic Member" Miscellaneous Unit Members

- a. Retirement Formula - Members of the City's miscellaneous retirement plan with the California Public Employees' Retirement System (CalPERS) shall receive the 2.5% at age 55 CalPERS retirement plan.
- b. Member Contribution - All miscellaneous bargaining unit "classic" members shall pay to CalPERS as part of the required member retirement contribution eight percent (8%) of pensionable income.
- c. Classic Member Miscellaneous CalPERS Cost Sharing – Upon the effective date of this agreement, all classic members shall pay one percent (1%) additional compensation earnable as employer cost sharing in accordance with Government

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Code section 20516(f) - for a capped maximum employee pension contribution of nine percent (9%). The parties agree that this cost sharing agreement per Government Code section 20516(f) shall continue after the expiration of this MOU unless/until otherwise negotiated to either an agreement (in a successor MOU) or the expiration of the impasse process by the parties. This provision shall not sunset at the end of this agreement.

- d. One-Year Final Compensation - The City shall contract with CalPERS to have retirement benefits calculated based upon the “classic” member employee’s highest one year’s compensation, pursuant to the provisions of Section 20042 (highest single year).
  - e. The obligations of the City and the retirement rights of employees as provided in this Article shall survive the term of this MOU.
2. “New Member” Miscellaneous Unit Members - For “New” Members” within the meaning of the California Public Employees’ Pension Reform Act (PEPRA) of 2013.
- a. CalPERS New Member Retirement Formula - “New” Members shall be governed by the two percent at age 62 (2% @ 62) retirement formula set forth in Government Code section 7522.20.
  - b. Final Compensation - Final compensation will be based on the highest annual average compensation earnable during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member.
  - c. New Member Miscellaneous CalPERS Member Contribution – All “new” members as defined by PEPRA and determined by CalPERS, shall contribute one half (50%) of the normal cost as established by CalPERS each year in its annual valuation for the City, as required by California Government Code Section 7522.30(c).
  - d. New Member Miscellaneous CalPERS Cost Sharing: Upon the effective date, new members shall cost share 1.00% pensionable compensation in accordance with Government Code section 20516(f). This will ensure that these members will pay 7.25% of pensionable compensation when combined with the 6.25% pensionable compensation that these employees are required to pay as determined by CalPERS’s annual evaluation. If in future fiscal years the member contribution rate for new members shall become greater or less than 6.25% of pensionable compensation, as determined by CalPERS’s annual valuation, employees shall continue to pay one percent (1%) above as cost sharing per Government Code section 20516(f).
- C. Pre-Retirement Optional Settlement 2 Death Benefit  
Employees shall be covered by the Pre-Retirement Optional Settlement 2 Death Benefit as identified in Government Code Section 21548.
- D. Fourth Level of 1959 Survivor Benefits  
Employees shall be covered by the Fourth Level of the 1959 Survivor Benefit as identified in Government Code Section 21574.
- E. The City has adopted the CalPERS Resolution in accordance with IRS Code section 414(h)(2) and both the employee contribution and the City pickup of the required member contribution are made on a pre-tax basis. However, ultimately, the tax status of any benefit is determined by the law.

# HUNTINGTON BEACH MUNICIPAL TEAMSTERS

## ARTICLE XII – LEAVE BENEFITS

### A. Leave With Pay

#### 1. General Leave

##### a. Accrual

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

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

##### b. Eligibility and Approval

General Leave must be pre-approved except for illness, injury or family sickness, which may require a physician's statement for approval. General Leave accrued time is to be computed from hire date anniversary. Employees shall not be permitted to take general leave in excess of actual time earned. Employees shall not accrue General Leave in excess of six hundred forty (640) hours. An employee who earns General Leave hours in excess of six hundred forty (640) hours shall be paid the cash value of those additional hours in their paycheck. Employees may not use their General Leave to advance their separation date on retirement or other separation from employment.

##### c. Conversion to Cash

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

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

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

## HUNTINGTON BEACH MUNICIPAL TEAMSTERS

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

### 2. City Paid Holidays

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

1. New Year's Day
2. Martin Luther King Day (third Monday in January)
3. President's Day (third Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (first Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (fourth Thursday in November)
9. The Friday after Thanksgiving
10. Christmas Eve (December 24)
11. Christmas Day (December 25)
12. New Year's Eve (December 31)

Any day declared by the President of the United States to be a national holiday or by the Governor of the State of California to be a state holiday and adopted as an employee holiday by the City Council of Huntington Beach.

### b. City Observed Holidays

The parties agree that the City shall issue an official City holiday calendar in January of each year that will determine the dates that holidays are observed, following the guidelines below:

1. City-paid holidays which fall on Saturday shall be observed the preceding Friday, and those falling on Sunday shall be observed the following Monday.
2. In the event that two consecutive City-paid holidays fall on a Friday and Saturday, the two holidays shall be observed on the preceding Thursday and Friday.
3. In the event that two consecutive City-paid holidays fall on a Sunday and Monday, the two holidays shall be observed on Monday and the following Tuesday.

### c. Holiday Paid Time Off for Part-Time Employees

A permanent part-time employee shall have City paid holidays paid as time off with a prorated amount proportion to their regular hours worked, respectively for the holidays listed above in Article XII.2.a.

### d. Holiday Pay For Work on a City Observed Holiday

In the event an employee is assigned to work on the City observed holiday, in addition to being paid for the holiday at the employee's regular rate of pay, whether it is or is not the employee's regularly scheduled workday, the employee shall be

## HUNTINGTON BEACH MUNICIPAL TEAMSTERS

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paid for working the holiday at the regular rate of pay unless FLSA overtime provisions apply, meaning the employee will be paid overtime.

- e. Holiday Pay for Work on an Actual Holiday (Not the City Observed Date)  
An employee who works on the actual holiday as listed in Article XII.2.A. 1-10, in addition to being paid for the holiday at the employee's regular rate of pay, the employee shall be compensated at the overtime rate.
- f. An employee who is assigned or required to work on both the City observed holiday date and on the actual date that the holiday falls, shall only be paid for one City holiday (as applicable per section E. or F. above).
- g. Alternative Work Schedules  
Refer to the Leave Benefits' Holiday sections in Exhibit E 9/80 Work Schedule and Exhibit F 4/10 Work Schedule for employees on alternative work schedules.
- h. CalPERS Reporting of Holiday Pay  
Employees who are required to work on a holiday observed by the City, either on the date observed by the City or on the date that the actual holiday falls as a part of their regular work schedule, shall have their holiday pay reported to CalPERS. Classifications eligible for this CalPERS reporting are: Beach Equipment Operator, Beach Maintenance Crewleader, Beach Maintenance Worker, Crime Scene Investigator, Parking/Camping Crewleader, Parking/Camping Leadworker, Parking Meter Repair Technician, Parking Meter Repair Worker, Parking Control Officer, Police Records Supervisor, Police Records Technician, Police Records Specialists assigned to the Records Bureau, Police Service Specialists assigned to the Records Bureau and Police Systems Coordinator.
- i. If an employee is scheduled to work a holiday and will lose that holiday time due to their General Leave bank having reached the maximum cap of six hundred forty (640) hours, at the employee's request, the employee may cash out the part of their holiday time they will lose.

### 3. Sick Leave

- a. Accrual  
No employee shall accrue Sick Leave.
- b. Credit  
Employees hired prior to March 30, 2002, shall be credited with their Sick Leave accrued as of March 29, 2002.
- c. Usage  
Employees may use accrued Sick Leave for the same purposes for which it was used prior to March 30, 2002.
- d. Payoff at Separation  
Upon separation, all employees shall be paid, at their current salary rate, for twenty-five percent (25%) of unused, earned Sick Leave from four hundred and eighty (480) hours through seven hundred and twenty (720) hours, and for fifty percent (50%) of all unused, earned Sick Leave in excess of seven hundred and twenty (720) hours.



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- e. Extended Absences  
Sick Leave shall not be used to extend absences due to work related (industrial) injuries or illnesses.
  
- 4. Bereavement Leave  
Employees shall be entitled to bereavement leave not to exceed three (3) work shifts in each instance of death in their immediate family. Immediate family is defined as a parent, sibling, spouse, registered domestic partner, child, grandparent, grandchild, or wards of which the employee is the legal guardian, recognizing all birth, marital, and other legal ties (i.e., step relatives, in-laws, etc.).
  
- 5. Association Business  
An allowance of eight hundred (800) hours per year shall be established for the purpose of allowing duly authorized representatives of the Association to conduct lawful Association activities. The parties agree to meet and confer during the term of the Agreement to establish guidelines for use of Association Business time.
  
- 6. Jury Duty  
Employees who are regularly scheduled to work on swing or graveyard shifts, as defined in Article VII.B.2., shall be placed on a day shift if they are required to appear for jury duty or selection for a period of more than one day.
  
- 7. Leave Benefits Entitlement  
The City shall comply with all state and federal leave benefit entitlement laws. An eligible employee on an approved leave shall be allowed to use earned Sick Leave, General Leave, and/or Compensatory Time for serious and non-serious family or personal health issues. For more information on employee leave options, contact the Human Resources Division.

### ARTICLE XIII – CITY RULES

#### Personnel Rules

All MOU provisions that supersede the City's Personnel Rules shall automatically update the City's Personnel Rules and be incorporated into such rules.

### ARTICLE XIV – MISCELLANEOUS

#### A. Grievance Arbitration

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

## HUNTINGTON BEACH MUNICIPAL TEAMSTERS

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### B. Promotional Procedures

#### 1. Tie Scores

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

#### 2. Salary Upon Promotion

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

- a. Except for the provisions of sub-paragraphs b and c below, no employee shall receive greater than ten percent (10%) increase upon promotion.
- b. If "A" Step of the classification upon promotion is greater than ten percent (10%) increase, the employee shall be compensated at "A" step upon promotion.
- c. If the employee would be eligible for a step increase within eleven (11) months of the date of promotion in their classification before promotion, then the Administrative Services Director may authorize an increase greater than ten percent (10%) upon promotion.

### C. Labor-Management Relations Committee

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

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

## HUNTINGTON BEACH MUNICIPAL TEAMSTERS

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- D. Copies of MOU  
The City agrees to print this Memorandum of Understanding for each employee requesting a copy.
- E. Position Classification Issues
1. Class Specifications  
The City shall send the Association a copy of each new job description approved for classifications within the representation unit.
  2. Reclassification Impact  
It is not the intention of the City to demote or layoff an employee through reclassification. Prior to imposing a Y-rating, or layoff resulting from classification reviews, the City agrees to meet and confer with Association representatives.
- F. Class A and B Driver License Fees  
The City shall reimburse employees for costs associated with obtaining and renewing Class A and Class B driver licenses where required by the City for the position.
- G. Deferred Compensation Loan Program  
Employees may utilize this program, under which employees may borrow up to fifty percent (50%) of their deferred compensation funds for critical needs such as medical costs, college tuition, or purchase of a home.
- H. Performance Evaluations/Written Reprimand Appeals  
Employees may appeal the results of a performance evaluation or written reprimand. Such appeals shall be initiated through the appropriate chain of command (which may include the LMRC) and any decision made by the Department Head shall be considered final.
- I. HBMT Letter of Introduction  
A one-page letter of introduction from HBMT, and of HBMT's choosing, regarding the benefits and purpose of joining the HBMT, will be included in all HBMT eligible new employee orientation packets.
- J. Department of Transportation (DOT) Random Alcohol and Controlled Substance Testing  
During the term of the Agreement, the City and the Association agree to meet and confer to update the policy in accordance with law.
- K. Update Employee-Employer Relations Resolution (EERR)  
During the term of the Agreement, the City and the Association agree to meet and confer to update the Employee-Employer Relations Resolution to reflect current state law.
- L. Required Fingerprinting of Employees  
The City requires that all employees who are hired, transferred, or promoted to positions that require fingerprinting by federal, state or local law(s) be fingerprinted according to said law(s). The City may also require employees be fingerprinted if they are hired, transferred or promoted into positions with oversight responsibilities for senior citizens or oversight responsibilities for confidential, and or sensitive documents or equipment.
- M. Beach Parking  
Employees may purchase a City beach parking pass at the senior discount rate.

## HUNTINGTON BEACH MUNICIPAL TEAMSTERS

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N. Reasonable Suspicion Alcohol and Controlled Substance Testing

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

### ARTICLE XV – DURING THE TERM OF THE AGREEMENT

- A. Classification and Compensation Study - During the term of the agreement, the parties agree to meet and confer regarding parameters and procedures of the citywide classification and compensation study that commenced in April 2021.
- B. Performance Evaluations - During the term of the agreement, the parties agrees to meet and confer on an updated performance evaluation system, including the Performance Bonus implementation.

HUNTINGTON BEACH MUNICIPAL TEAMSTERS

ARTICLE XVI – CITY COUNCIL APPROVAL

It is the intent of the City and Association that this Memorandum of Understanding represents an "Agreement" between the undersigned within the meaning of Section 8-2 of the Huntington Beach Employer-Employee Relations Resolution; however, this Memorandum of Understanding is of no force or effect whatsoever unless adopted by Resolution of the City Council of the City of Huntington Beach.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this \_\_\_ day of \_\_\_\_\_, 2022.

City of Huntington Beach

By: \_\_\_\_\_  
Sean Joyce  
Interim City Manager

By: \_\_\_\_\_  
Travis Hopkins  
Assistant City Manager

By: B. Mello  
Brittany Mello  
Administrative Services Director

Huntington Beach  
Municipal Teamsters

By: Sarah Whitecotton  
Sarah Whitecotton  
HBMT Chief Steward

By: Cristian Leiva  
Cristian Leiva  
In-House Counsel Teamsters 911

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Gates  
City Attorney

**HBMT  
LIST OF MOU EXHIBITS**

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

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT A –PAY SCHEDULE**

<b>Job No</b>	<b>Job Description</b>	<b>Pay Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
0111	Accountant	180	33.25	34.91	36.66	38.49	40.42	42.44	44.56
0286	Accounting Technician I	144	23.24	24.40	25.62	26.90	28.25	29.66	31.14
0287	Accounting Technician II	153	25.42	26.69	28.02	29.42	30.89	32.44	34.06
0294	Accounting Technician Supv	168	29.51	30.98	32.53	34.16	35.87	37.66	39.54
0428	Administrative Aide	178	32.60	34.23	35.94	37.73	39.62	41.60	43.68
0278	Administrative Assistant	166	28.93	30.37	31.89	33.49	35.16	36.92	38.76
0289	Administrative Secretary	150	24.67	25.90	27.20	28.56	29.99	31.49	33.06
0297	Art Programs Curator	167	29.22	30.68	32.21	33.82	35.51	37.29	39.15
0698	Assistant Civil Engineer	180	33.25	34.91	36.66	38.49	40.42	42.44	44.56
0108	Assistant Planner	183	34.26	35.97	37.77	39.66	41.64	43.72	45.91
0267	Assistant Social Worker	146	23.71	24.89	26.14	27.44	28.82	30.26	31.77
0358	Beach Equip Operator	159	26.98	28.33	29.75	31.23	32.80	34.43	36.16
0149	Beach Maint Crewleader	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0452	Beach Maint Service Worker	151	24.92	26.16	27.47	28.84	30.29	31.80	33.39
0210	Building Inspector I	175	31.64	33.22	34.88	36.62	38.45	40.38	42.40
0211	Building Inspector II	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0208	Building Inspector III	195	38.60	40.53	42.56	44.69	46.92	49.27	51.73
0176	Building Plan Checker I	194	38.22	40.13	42.14	44.25	46.46	48.78	51.22
0520	Building Plan Checker II	209	44.37	46.59	48.92	51.37	53.94	56.63	59.46
0366	Business License Supervisor	184	34.60	36.33	38.15	40.05	42.06	44.16	46.37
0112	Buyer	179	32.92	34.57	36.30	38.11	40.02	42.02	44.12
0106	Civil Engineering Assistant	196	38.99	40.94	42.99	45.13	47.39	49.76	52.25
0162	Civilian Check Investigator	156	26.19	27.50	28.87	30.31	31.83	33.42	35.09
0186	Code Enforcement Officer I	156	26.19	27.50	28.87	30.31	31.83	33.42	35.09
0182	Code Enforcement Officer II	177	32.27	33.89	35.58	37.36	39.23	41.19	43.25
0511	Code Enforcement Technician	138	21.89	22.99	24.14	25.34	26.61	27.94	29.34
0263	Community Relations Specialist	161	27.52	28.90	30.34	31.86	33.45	35.13	36.88
0597	Community Services Officer	164	28.36	29.77	31.26	32.83	34.47	36.19	38.00
0269	Community Svcs Rec Specialist	151	24.92	26.16	27.47	28.84	30.29	31.80	33.39
0258	Community Svcs Rec Supv	184	34.60	36.33	38.15	40.05	42.06	44.16	46.37
0172	Construction Inspector I	175	31.64	33.22	34.88	36.62	38.45	40.38	42.40
0463	Construction Inspector II	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0312	Court Liaison Specialist	150	24.67	25.90	27.20	28.56	29.99	31.49	33.06

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT A – PAY SCHEDULE**

Job No	Job Description	Pay Range	A	B	C	D	E	F	G
0166	Crime Analyst	178	32.60	34.23	35.94	37.73	39.62	41.60	43.68
0165	Crime Analyst Senior	194	38.22	40.13	42.14	44.25	46.46	48.78	51.22
0255	Crime Scene Investigator	172	30.71	32.24	33.85	35.55	37.32	39.19	41.15
0119	Criminalist	184	34.60	36.33	38.15	40.05	42.06	44.16	46.37
0192	Cross Connection Control Spec	177	32.27	33.89	35.58	37.36	39.23	41.19	43.25
0400	Custodian	140	22.33	23.45	24.62	25.85	27.15	28.50	29.93
0134	Deputy City Clerk	159	26.98	28.33	29.75	31.23	32.80	34.43	36.16
0138	Development Specialist	184	34.60	36.33	38.15	40.05	42.06	44.16	46.37
0339	Electrician	176	31.95	33.55	35.23	36.99	38.84	40.78	42.82
0232	Emergency Medical Svcs Coord	219	49.02	51.47	54.04	56.74	59.58	62.56	65.69
0198	Emergency Services Coordinator	204	42.22	44.33	46.55	48.87	51.32	53.88	56.58
0175	Engineering Aide	161	27.52	28.90	30.34	31.86	33.45	35.13	36.88
0180	Engineering Technician	182	33.92	35.62	37.40	39.27	41.23	43.29	45.45
0445	Environmental Specialist	196	38.99	40.94	42.99	45.13	47.39	49.76	52.25
0382	Equip Services Crewleader	188	36.01	37.81	39.70	41.68	43.77	45.95	48.25
0142	Equip/Auto Maint Crewleader	188	36.01	37.81	39.70	41.68	43.77	45.95	48.25
0472	Equip/Auto Maint Leadworker	179	32.92	34.57	36.30	38.11	40.02	42.02	44.12
0383	Equipment Support Assistant	154	25.67	26.95	28.30	29.72	31.20	32.76	34.40
0061	Executive Assistant	180	33.25	34.91	36.66	38.49	40.42	42.44	44.56
0143	Facilities Maint Crewleader	188	36.01	37.81	39.70	41.68	43.77	45.95	48.25
0407	Facilities Maint Leadworker	163	28.08	29.48	30.95	32.50	34.13	35.83	37.62
0391	Facilities Maintenance Tech	155	25.93	27.22	28.59	30.01	31.52	33.09	34.75
0398	Field Service Representative	158	26.71	28.05	29.45	30.92	32.47	34.09	35.80
0613	Fire Prevention Inspector I	180	33.25	34.91	36.66	38.49	40.42	42.44	44.56
0612	Fire Prevention Inspector II	198	39.77	41.76	43.85	46.04	48.34	50.76	53.30
0173	Fire Training Maintenance Tech	172	30.71	32.24	33.85	35.55	37.32	39.19	41.15
0470	Forensic Systems Specialist	190	36.73	38.57	40.49	42.52	44.64	46.88	49.22
0576	GIS Analyst I	193	37.84	39.73	41.72	43.81	46.00	48.30	50.71
0178	GIS Analyst II	201	40.98	43.03	45.18	47.44	49.81	52.30	54.91
0190	Haz Mat Program Specialist	192	37.47	39.34	41.31	43.37	45.54	47.82	50.21
0337	Helicopter Maintenance Tech	170	30.10	31.61	33.19	34.85	36.59	38.42	40.34
0117	Info Technology Analyst III	207	43.50	45.67	47.96	50.36	52.87	55.52	58.29
0115	Info Technology Analyst I	193	37.84	39.73	41.72	43.81	46.00	48.30	50.71



**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT A – PAY SCHEDULE**

Job No	Job Description	Pay Range	A	B	C	D	E	F	G
0505	Info Technology Analyst II	201	40.98	43.03	45.18	47.44	49.81	52.30	54.91
0118	Info Technology Analyst IV	217	48.05	50.45	52.97	55.62	58.40	61.33	64.39
0634	Info Technology Project Coord	203	41.80	43.89	46.09	48.39	50.81	53.35	56.02
0495	Info Technology Technician I	145	23.47	24.65	25.88	27.17	28.53	29.96	31.45
0494	Info Technology Technician II	157	26.45	27.77	29.16	30.62	32.15	33.76	35.44
0492	Info Technology Technician IV	178	32.60	34.23	35.94	37.73	39.62	41.60	43.68
0491	Info Technology Technician Sr.	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0493	Info Technology Technician III	168	29.51	30.98	32.53	34.16	35.87	37.66	39.54
0155	Irrigation Crewleader	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0357	Irrigation Specialist	156	26.19	27.50	28.87	30.31	31.83	33.42	35.09
0359	Landscape Equip Operator	159	26.98	28.33	29.75	31.23	32.80	34.43	36.16
0145	Landscape Maint Crewleader	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0402	Landscape Maint Leadworker	167	29.22	30.68	32.21	33.82	35.51	37.29	39.15
0163	Latent Fingerprint Examiner	179	32.92	34.57	36.30	38.11	40.02	42.02	44.12
0300	Legal Assistant	161	27.52	28.90	30.34	31.86	33.45	35.13	36.88
0114	Librarian	169	29.80	31.29	32.86	34.50	36.23	38.04	39.94
0432	Library Facilities Coordinator	159	26.98	28.33	29.75	31.23	32.80	34.43	36.16
0451	Library Services Clerk	133	20.83	21.87	22.97	24.11	25.32	26.59	27.91
0257	Library Specialist	151	24.92	26.16	27.47	28.84	30.29	31.80	33.39
0302	Literacy Program Specialist	169	29.80	31.29	32.86	34.50	36.23	38.04	39.94
0392	Maint Service Worker	151	24.92	26.16	27.47	28.84	30.29	31.80	33.39
0394	Maintenance Worker	138	21.89	22.99	24.14	25.34	26.61	27.94	29.34
0448	Marine Equipment Mechanic	178	32.60	34.23	35.94	37.73	39.62	41.60	43.68
0384	Mechanic I	154	25.67	26.95	28.30	29.72	31.20	32.76	34.40
0348	Mechanic II	165	28.64	30.07	31.58	33.15	34.81	36.55	38.38
0347	Mechanic III	171	30.40	31.92	33.52	35.19	36.95	38.80	40.74
0380	Media Services Specialist	151	24.92	26.16	27.47	28.84	30.29	31.80	33.39
0306	Office Assistant I	117	17.76	18.65	19.59	20.56	21.59	22.67	23.81
0304	Office Assistant II	135	21.25	22.31	23.43	24.60	25.83	27.12	28.48
0290	Office Specialist	141	22.56	23.68	24.87	26.11	27.42	28.79	30.23
0378	Painter Leadworker	176	31.95	33.55	35.23	36.99	38.84	40.78	42.82
0153	Park Maintenance Crewleader	188	36.01	37.81	39.70	41.68	43.77	45.95	48.25
0177	Parking Meter Repair Tech	165	28.64	30.07	31.58	33.15	34.81	36.55	38.38

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT A – PAY SCHEDULE**

Job No	Job Description	Pay Range	A	B	C	D	E	F	G
0395	Parking Meter Repair Worker	157	26.45	27.77	29.16	30.62	32.15	33.76	35.44
0570	Parking/Camping Assistant	138	21.89	22.99	24.14	25.34	26.61	27.94	29.34
0459	Parking/Camping Crewleader	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0401	Parking/Camping Leadworker	167	29.22	30.68	32.21	33.82	35.51	37.29	39.15
0455	Parking/Traffic Control Coord	161	27.52	28.90	30.34	31.86	33.45	35.13	36.88
0262	Parking/Traffic Control Officer	138	21.89	22.99	24.14	25.34	26.61	27.94	29.34
0577	Parking/Traffic Control Supv	168	29.51	30.98	32.53	34.16	35.87	37.66	39.54
0458	Payroll Specialist	195	38.60	40.53	42.56	44.69	46.92	49.27	51.73
0447	Payroll Technician	155	25.93	27.22	28.59	30.01	31.52	33.09	34.75
0295	Permit Technician	146	23.71	24.89	26.14	27.44	28.82	30.26	31.77
0279	Personnel Assistant	152	25.17	26.42	27.74	29.13	30.59	32.12	33.72
0367	Pest Control Specialist	156	26.19	27.50	28.87	30.31	31.83	33.42	35.09
0136	Planning Aide	161	27.52	28.90	30.34	31.86	33.45	35.13	36.88
0342	Plumber	173	31.01	32.56	34.19	35.90	37.70	39.58	41.56
0197	Police Photo/Imaging Specialist	172	30.71	32.24	33.85	35.55	37.32	39.19	41.15
0307	Police Records Specialist	141	22.56	23.68	24.87	26.11	27.42	28.79	30.23
0283	Police Records Supervisor	156	26.19	27.50	28.87	30.31	31.83	33.42	35.09
0282	Police Records Technician	131	20.42	21.44	22.51	23.64	24.82	26.06	27.36
0308	Police Services Specialist	151	24.92	26.16	27.47	28.84	30.29	31.80	33.39
0215	Police Systems Coordinator	166	28.93	30.37	31.89	33.49	35.16	36.92	38.76
0584	Program Coord - Human Services	172	30.71	32.24	33.85	35.55	37.32	39.19	41.15
0259	Property and Evidence Officer	160	27.25	28.61	30.04	31.55	33.12	34.78	36.52
0261	Property and Evidence Supervisor	175	31.64	33.22	34.88	36.62	38.45	40.38	42.40
0583	Rideshare Coordinator	183	34.26	35.97	37.77	39.66	41.64	43.72	45.91
0256	Risk Management Specialist	151	24.92	26.16	27.47	28.84	30.29	31.80	33.39
0515	SCADA Coordinator	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0346	SCADA Technician	173	31.01	32.56	34.19	35.90	37.70	39.58	41.56
0110	Senior Accountant	195	38.60	40.53	42.56	44.69	46.92	49.27	51.73
0288	Senior Accounting Technician	163	28.08	29.48	30.95	32.50	34.13	35.83	37.62
0630	Senior Buyer	192	37.47	39.34	41.31	43.37	45.54	47.82	50.21
0434	Senior Code Enforcement Officer	188	36.01	37.81	39.70	41.68	43.77	45.95	48.25
0171	Senior Construction Inspector	195	38.60	40.53	42.56	44.69	46.92	49.27	51.73
0135	Senior Deputy City Clerk	184	34.60	36.33	38.15	40.05	42.06	44.16	46.37

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT A – PAY SCHEDULE**

Job No	Job Description	Pay Range	A	B	C	D	E	F	G
0586	Senior Engineering Technician	197	39.38	41.35	43.42	45.59	47.87	50.26	52.77
0343	Senior Facilities Maint Tech	171	30.40	31.92	33.52	35.19	36.95	38.80	40.74
0334	Senior Helicopter Maint Tech	203	41.80	43.89	46.09	48.39	50.81	53.35	56.02
0609	Senior Human Resources Tech	170	30.10	31.61	33.19	34.85	36.59	38.42	40.34
0301	Senior Legal Assistant	187	35.65	37.43	39.30	41.27	43.33	45.50	47.77
0450	Senior Library Specialist	160	27.25	28.61	30.04	31.55	33.12	34.78	36.52
0363	Senior Marine Equip Mechanic	188	36.01	37.81	39.70	41.68	43.77	45.95	48.25
0446	Senior Payroll Technician	164	28.36	29.77	31.26	32.83	34.47	36.19	38.00
0437	Senior Permit Technician	171	30.40	31.92	33.52	35.19	36.95	38.80	40.74
0265	Senior Services Assistant	110	16.57	17.40	18.27	19.18	20.14	21.15	22.20
0481	Senior Services Transp Coord	157	26.45	27.77	29.16	30.62	32.15	33.76	35.44
0709	Senior Telecommunications Technician	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0349	Senior Wastewtr Pump Mechanic	159	26.98	28.33	29.75	31.23	32.80	34.43	36.16
0396	Senior Water Meter Reader	156	26.19	27.50	28.87	30.31	31.83	33.42	35.09
0148	Signs & Markings Crewleader	188	36.01	37.81	39.70	41.68	43.77	45.95	48.25
0338	Signs Leadworker	169	29.80	31.29	32.86	34.50	36.23	38.04	39.94
0354	Signs/Markings Equip Operator	159	26.98	28.33	29.75	31.23	32.80	34.43	36.16
0629	Social Services Supervisor	173	31.01	32.56	34.19	35.90	37.70	39.58	41.56
0266	Social Worker	167	29.22	30.68	32.21	33.82	35.51	37.29	39.15
0386	Stock Clerk	138	21.89	22.99	24.14	25.34	26.61	27.94	29.34
0361	Street Equip Operator	159	26.98	28.33	29.75	31.23	32.80	34.43	36.16
0150	Street Maint Crewleader	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0406	Street Maint Leadworker	172	30.71	32.24	33.85	35.55	37.32	39.19	41.15
0183	Survey Party Chief	198	39.77	41.76	43.85	46.04	48.34	50.76	53.30
0174	Survey Technician I	161	27.52	28.90	30.34	31.86	33.45	35.13	36.88
0185	Survey Technician II	169	29.80	31.29	32.86	34.50	36.23	38.04	39.94
0195	Telecommunications Specialist	198	39.77	41.76	43.85	46.04	48.34	50.76	53.30
0181	Traffic Engineering Technician	188	36.01	37.81	39.70	41.68	43.77	45.95	48.25
0389	Traffic Maint Service Worker	151	24.92	26.16	27.47	28.84	30.29	31.80	33.39
0410	Traffic Markings Leadworker	167	29.22	30.68	32.21	33.82	35.51	37.29	39.15
0336	Traffic Signal Electrician	177	32.27	33.89	35.58	37.36	39.23	41.19	43.25
0140	Traffic Signal/Light Crewleader	188	36.01	37.81	39.70	41.68	43.77	45.95	48.25
0365	Tree Equipment Operator	159	26.98	28.33	29.75	31.23	32.80	34.43	36.16

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT A – PAY SCHEDULE**

Job No	Job Description	Pay Range	A	B	C	D	E	F	G
0144	Trees Maintenance Crewleader	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0460	Trees Maintenance Leadworker	167	29.22	30.68	32.21	33.82	35.51	37.29	39.15
0631	Utilities Technology Coordinator	203	41.80	43.89	46.09	48.39	50.81	53.35	56.02
0268	Volunteer Services Coordinator	157	26.45	27.77	29.16	30.62	32.15	33.76	35.44
0385	Warehousekeeper	161	27.52	28.90	30.34	31.86	33.45	35.13	36.88
0362	Wastewater Equip Operator	159	26.98	28.33	29.75	31.23	32.80	34.43	36.16
0454	Wastewater Maint Service Workr	151	24.92	26.16	27.47	28.84	30.29	31.80	33.39
0146	Wastewater Ops Crewleader	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0404	Wastewater Ops Leadworker	167	29.22	30.68	32.21	33.82	35.51	37.29	39.15
0387	Wastewater Pump Mechanic	157	26.45	27.77	29.16	30.62	32.15	33.76	35.44
0582	Water Conservation Coordinator	183	34.26	35.97	37.77	39.66	41.64	43.72	45.91
0151	Water Dist Maint Crewleader	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0379	Water Dist Maint Leadworker	175	31.64	33.22	34.88	36.62	38.45	40.38	42.40
0147	Water Dist Meters Crewleader	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0377	Water Dist Meters Leadworker	167	29.22	30.68	32.21	33.82	35.51	37.29	39.15
0364	Water Equip Operator	167	29.22	30.68	32.21	33.82	35.51	37.29	39.15
0397	Water Meter Reader	148	24.18	25.39	26.66	28.00	29.40	30.86	32.41
0356	Water Meter Repair Technician	159	26.98	28.33	29.75	31.23	32.80	34.43	36.16
0152	Water Operations Crewleader	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0371	Water Operations Leadworker	178	32.60	34.23	35.94	37.73	39.62	41.60	43.68
0156	Water Quality Coordinator	185	34.95	36.69	38.53	40.46	42.48	44.60	46.83
0191	Water Quality Technician	172	30.71	32.24	33.85	35.55	37.32	39.19	41.15
0461	Water Service Worker	154	25.67	26.95	28.30	29.72	31.20	32.76	34.40
0368	Water Systems Technician I	154	25.67	26.95	28.30	29.72	31.20	32.76	34.40
0369	Water Systems Technician II	160	27.25	28.61	30.04	31.55	33.12	34.78	36.52
0370	Water Systems Technician III	170	30.10	31.61	33.19	34.85	36.59	38.42	40.34
0449	Water Utility Locator	172	30.71	32.24	33.85	35.55	37.32	39.19	41.15

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT B – UNIFORM POLICY**

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**UNIFORM POLICY**

A. General

The City shall furnish uniforms on an annual basis to those employees designated by the various Department Heads as required to wear a standard uniform for appearance, uniformity and public recognition purposes, in the procedures and guidelines set forth hereinafter.

B. Affected Employees

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

C. Personal Protective Equipment (PPE)

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

D. Safety Shoes

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

E. Employee Responsibilities

1. Wear a clean and complete uniform as required.
2. Uniform appearance shall include:
  - a. Patch to be worn above left shirt or jacket pocket.
  - b. Pants to have no cuffs.
  - c. Worn with pride in appearance to public (i.e., shirt buttoned, shirttail tucked in, etc.)
3. Wash and provide minimum repair (i.e., buttons, small tears, etc.)

## HUNTINGTON BEACH MUNICIPAL TEAMSTERS EXHIBIT B – UNIFORM POLICY

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4. Wear the uniform only when on duty or performing work.
5. Notify the Supervisor of the need to replace due to disrepair or severe staining producing an undesirable appearance.
6. Turn in all uniform components, including patches upon separation.
7. Turn in all personal protective equipment upon separation.
8. Wear all personal protective equipment prescribed by the City Safety Officer and Supervisor of the division.

### F. City Responsibilities

1. Furnish funding for the agreed uniform allowances on an annual basis, including funding for any initial alterations necessary.
2. Report to the California Public Employees Retirement System (CalPERS) the cost of uniforms provided as set forth in Uniform Listing by Category/Class, Exhibit B-1, for each class as special compensation in accordance with Title 2, California Code of Regulations, Section 571(a)(5). For employees that are not required to wear uniforms on a daily basis or who are not actively employed for an entire payroll calendar year, a prorated cost of uniforms may apply.
3. Provide and maintain one or more retail clothing outlets for the various allotments. City reserves the right to name vendor.
4. Maintain records of purchases.

### G. Department Head or Designee Responsibilities

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

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT B – UNIFORM POLICY**

**Exhibit B-1**

**Category of Uniform**

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

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

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

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT B – UNIFORM POLICY**

Department	Job Type	Class	Category of Uniform	Notes
Comm & Lib Svcs	0265	Senior Services Assistant	6	Bus Driver only
Finance Public Works	0398	Field Services Representative	1	
Fire	0232	Emergency Medical Svcs Coord	2	
Fire	0198	Emergency Services Coordinator	2	Daily wear not required
Fire	0260	Fire Safety Program Specialist	2	
Fire	0173	Fire Training Maintenance Tech	11	
Fire	0190	Haz Mat Program Specialist	10	
Fire	0613	Fire Prevention Inspector I	10	
Fire	0612	Fire Prevention Inspector II	10	
Administrative Services	0492	Info Technology Technician IV	12	Daily wear not required
Community Development	0210	Building Inspector I	5	
Community Development	0211	Building Inspector II	5	
Community Development	0208	Building Inspector III	5	
Community Development	0186	Code Enforcement Officer I	5	
Community Development	0182	Code Enforcement Officer II	5	
Community Development	0511	Code Enforcement Tech	5	
Community Development	0434	Senior Code Enforcement Officer	5	
Police	0263	Community Relations Specialist	3	Daily wear not required
Police	0471	Community Services Officer	9	
Police	0255	Crime Scene Investigator	8	
Police	0337	Helicopter Maintenance Tech	1	
Police	0455	Parking/Traffic Control Coordinator	9	
Police	0262	Parking/Traffic Control Officer	9	
Police	0577	Parking/Traffic Control Supv	9	
Police	0307	Police Records Specialist	3	In Records Division only
Police	0283	Police Records Supervisor	3	
Police	0282	Police Records Technician	3	
Police	0308	Police Services Specialist	3	In Records Division only
Police	0215	Police Systems Coordinator	3	
Police	0259	Property and Evidence Officer	9	
Police	0261	Property and Evidence Supervisor	9	
Police	0334	Senior Helicopter Maint Tech	1	
Public Works	0172	Construction Inspector I	5	
Public Works	0463	Construction Inspector II	5	
Public Works	0192	Cross Connection Control Spec	5	
Public Works	0339	Electrician	1	
Public Works	0445	Environmental Specialist	5	
Public Works	0382	Equip Services Crewleader	1	
Public Works	0142	Equip/Auto Maint Crewleader	1	
Public Works	0472	Equip/Auto Maint Leadworker	1	



**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT B – UNIFORM POLICY**

Department	Job Type	Class	Category of Uniform	Notes
Public Works	0383	Equipment Support Assistant	1	
Public Works	0407	Facilities Maint Leadworker	1	
Public Works	0391	Facilities Maintenance Tech	1	
Public Works	0155	Irrigation Crewleader	1	
Public Works	0359	Landscape Equip Operator	1	
Public Works	0145	Landscape Maint Crewleader	1	
Public Works	0402	Landscape Maint Leadworker	1	
Public Works	0392	Maintenance Service Worker	1	
Public Works	0394	Maintenance Worker	1	
Public Works	0384	Mechanic I	1	
Public Works	0348	Mechanic II	1	
Public Works	0347	Mechanic III	1	
Public Works	0378	Painter Leadworker	1	
Public Works	0153	Park Maintenance Crewleader	1	
Public Works	0367	Pest Control Specialist	1	
Public Works	0342	Plumber	1	
Public Works	0515	SCADA Coordinator	5	
Public Works	0346	SCADA Technician	1	
Public Works	0171	Senior Construction Inspector	5	
Public Works	0343	Senior Facilities Maint Tech	1	
Public Works	0350	Senior Vehicle Body Technician	1	
Public Works	0349	Senior Wastewater Pump Mechanic	1	
Public Works	0396	Senior Water Meter Reader	1	
Public Works	0338	Signs Leadworker	1	
Public Works	0148	Signs/Markings Crewleader	1	
Public Works	0354	Signs/Markings Equip Operator	1	
Public Works	0361	Street Equip Operator	1	
Public Works	0150	Street Maint Crewleader	1	
Public Works	0406	Street Maint Leadworker	1	
Public Works	0183	Survey Party Chief	5	
Public Works	0174	Survey Technician	5	
Public Works	0185	Survey Technician II	5	
Public Works	0389	Traffic Maint Service Worker	1	
Public Works	0410	Traffic Markings Leadworker	1	
Public Works	0336	Traffic Signals Electrician	1	
Public Works	0140	Traffic Signal/Light Crewleader	1	
Public Works	0365	Tree Equipment Operator	1	
Public Works	0460	Trees Maint Leadworker	1	
Public Works	0144	Trees Maintenance Crewleader	1	
Public Works	0385	Warehousekeeper	1	
Public Works	0362	Wastewater Equipment Operator	1	
Public Works	0454	Wastewater Maint Service Worker	1	
Public Works	0146	Wastewater Ops Crewleader	5	
Public Works	0404	Wastewater Ops Leadworker	1	
Public Works	0387	Wastewater Pump Mechanic	1	
Public Works	0151	Water Dist Maint Crewleader	1	
Public Works	0379	Water Dist Maint Leadworker	1	

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT B – UNIFORM POLICY**

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Department	Job Type	Class	Category of Uniform	Notes
Public Works	0147	Water Dist Meters Crewleader	5	
Public Works	0377	Water Dist Meters Leadworker	1	
Public Works	0364	Water Equipment Operator	1	
Public Works	0397	Water Meter Reader	1	
Public Works	0356	Water Meter Repair Technician	1	
Public Works	0152	Water Operations Crewleader	1	
Public Works	0371	Water Operations Leadworker	1	
Public Works	0461	Water Service Worker	1	
Public Works	0368	Water Systems Technician I	1	
Public Works	0369	Water Systems Technician II	1	
Public Works	0370	Water Systems Technician III	1	
Public Works	0449	Water Utility Locator	1	

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

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT C – VEHICLE USE POLICY**

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**VEHICLE USE POLICY**

Section 1 - Purpose

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

Section 2 - Scope

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

Section 3 - Policy

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

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

Section 4 – Vehicle Use Criteria

- I. Assigned Vehicles:
  - A. Assigned City vehicles may be taken home by employees whose residence is within ten (10) miles of City Hall for the uses as described below:
    1. Executive use includes the City Manager, Assistant City Manager and Department Heads.
    2. Emergency Response Units:
      - a. Employees who are required to respond more than once per week on an average without delay in order to protect the public health, safety and property.
      - b. Employees who are required to carry special emergency equipment in their vehicles, which must be utilized on a regular and frequent basis. (A radio in and of itself does not constitute special emergency equipment.)
    3. Continuous use outside of regular working hours -- Employees who are called back on an unscheduled basis to perform official city business outside of regular working hours more than once per week on an average and who meet one of the following criteria:
      - a. Mileage driven on official City business exceeds an average of five hundred (500) miles per month, or

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT C – VEHICLE USE POLICY**

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

**Section 5 – Insurance Requirements**

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

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

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

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT C – VEHICLE USE POLICY**

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Clarification on City Liability on Use of Private Vehicle:

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

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

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT D – RETIREE MEDICAL SUBSIDY PLAN**

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**PROVISIONS OF THE RETIREE MEDICAL SUBSIDY PLAN**

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

An employee who has retired from the City shall be entitled to participate in the City sponsored medical insurance plans and the City shall contribute toward monthly premiums for coverage in an amount as specified in accordance with this Plan, provided:

- A. On the date of retirement the employee has a minimum of ten (10) years of continuous full time City service or is granted an industrial disability retirement; and
- B. At the time of retirement, the employee is employed by the City; and
- C. Following official separation from the City, the employee is granted a retirement allowance by the California Public Employees' Retirement System.

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

- 1. On the first of the month in which a retiree or dependent reaches age sixty five (65) or on the date the retiree or dependent can first apply and become eligible, automatically or voluntarily, for medical coverage under Medicare (whether or not such application is made) the City's obligation to pay monthly premiums may be adjusted downward or eliminated. Benefit coverage at age sixty five (65) under the City's medical plans shall be governed by applicable plan document.
- 2. In the event the federal government or state government mandates an employer-funded health plan or program for retirees, or mandates that the City make contributions toward a health plan (either private or public) for retirees, the City's contribution rate as set forth in this plan shall first be applied to the mandatory plan. If there is any excess, that excess may be applied toward the City medical plan as supplemental coverage provided the retired employee pays the balance necessary for such coverage, if any.
- 3. In the event of the death of any employee, whether retired or not, the amount of the retiree medical insurance subsidy benefit which the deceased employee was receiving at the time of their death, or would be eligible to receive if they were retired at the time of death, shall be paid on behalf of the spouse or family for a period not to exceed twelve (12) months.

**SCHEDULE OF BENEFITS**

- D. Minimum Eligibility for Benefits - With the exception of an industrial disability retirement, eligibility for benefits begin after an employee has completed ten (10) years of continuous service with the City of Huntington Beach. Said service must be continuous for ten (10) years unless prior service is reinstated at the time of their rehire in accordance with the City's Personnel Rules.

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT D – RETIREE MEDICAL SUBSIDY PLAN**

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

Maximum Monthly Payment  
For Retirements After:

<b>Years of Service</b>	<b>Subsidy</b>
10	\$ 121
11	136
12	151
13	166
14	181
15	196
16	211
17	226
18	241
19	256
20	271
21	286
22	300
23	315
24	330
25	344

Note: The above payment amounts may be reduced each month as dependent eligibility ceases due to death, divorce or loss of dependent child status. However, the amount shall not be reduced

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT D – RETIREE MEDICAL SUBSIDY PLAN**

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if such reduction would cause insufficient funds needed to pay the full premium for the employee and the remaining dependents. In the event no reduction occurs and the remaining benefit premium is not sufficient to pay the premium amount for the employee and the eligible dependents, said needed excess premium amount shall be paid by the employee.

H. Medicare:

1. All persons are eligible for Medicare coverage at age sixty-five (65). Those with sufficient credit quarters of Social Security will receive Part A of Medicare at no cost. Those without sufficient credited quarters are still eligible for Medicare at age sixty five (65), but will have to pay for Part A of Medicare if the individual elects to take Medicare. In all cases, Part B of Medicare is paid for by the participant.
2. When a retiree and their spouse are both sixty-five (65) or over, and neither is eligible for paid Part A of Medicare, the subsidy shall pay for Part A for each of them or the maximum subsidy, whichever is less.
3. When a retiree at age sixty-five (65) is eligible for paid Part A of Medicare and their spouse is not eligible for paid Part A, the spouse shall not receive subsidy. When a retiree at age sixty-five (65) is not eligible for paid Part A of Medicare and their spouse who is also age sixty-five (65) is eligible for paid Part A of Medicare, the subsidy shall be for the retiree's Part A only.

I. Cancellation:

1. For retirees/dependents eligible for paid Part A of Medicare, the following cancellation provisions apply:
  - a. Coverage for a retiree under the Retiree Medical Subsidy Plan will be eliminated on the first day of the month in which the retiree reaches age sixty-five (65). If such retiree was covering dependents under the Plan, dependents will be eligible for COBRA continuation benefits effective as of the retiree's sixty-fifth (65th) birthday.
  - b. Dependent coverage will be eliminated upon whichever of the following occasions comes first:
    - i. After thirty six (36) months of COBRA continuation coverage, or
    - ii. When the covered dependent reaches age sixty-five (65) and in the event such dependent reaches age sixty-five (65) prior to the retiree reaching age sixty-five (65).
  - c. At age sixty-five (65) retirees are eligible to make application for Medicare. Upon being considered "eligible to make application," whether or not application has been made for Medicare, the Retiree Medical Subsidy Plan will be eliminated.



**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT D – RETIREE MEDICAL SUBSIDY PLAN**

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- d. Retiree Medical Subsidy Plan and COBRA participants shall be notified of non-payment of premium by means of a certified letter from Human Resources in accordance with the provisions of this Memorandum of Understanding.
- e. A retiree who fails to pay premiums due for coverage and is in arrears for sixty (60) days shall be terminated from the Plan and shall not have reinstatement rights.

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT E 9/80 WORK SCHEDULE**

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**9/80 WORK SCHEDULE**

This work schedule is known as the “9/80.” The 9/80 work schedule is designed to be in compliance with the requirements of the Fair Labor Standards Act (FLSA). In the event that there is a conflict with the current rules, practices and/or procedures regarding work schedules and leave plans, then the rules listed below shall govern.

9/80 Work Schedule Defined

The 9/80 work schedule shall be defined as working nine (9) days for eighty (80) hours in a two (2) week pay period by working eight (8) days at nine (9) hours per day and working one (1) day for eight (8) hours, with a scheduled unpaid lunch break during each work shift, totaling forty (40) hours in each FLSA workweek. The 9/80 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or designee.

- A. The FLSA workweek for each employee on a 9/80 schedule shall begin and end four (4) hours into that employee’s regularly scheduled shift on the day of the week that the employee alternatively works an eight (8) hour shift and takes off. For example, employees on a 9/80 schedule who are assigned to the Civic Center shall have an FLSA workweek that starts and ends four (4) hours into the employee’s regularly scheduled shift each Friday, as these employees may only have 9/80 schedules that provide for alternating Fridays off with working eight (8) hour days on Fridays. Employees may only take their lunch break on their eight (8) hour day after first having worked four (4) hours in that shift, unless the employee receives prior approval of their Supervisor, as overtime may occur in such situations.
- B. Two (2) Week Pay Period – The pay period for employees starts Friday mid-shift (P.M.) and continues for fourteen (14) days until Friday mid-shift (A.M.). During this period, each week is made up of four (4) nine (9) hour workdays totaling (thirty-six (36) hours) and one (1) four (4) hour Friday and those hours equal forty (40) work hours in each workweek (e.g. the Friday is split into four (4) hours for the A.M. shift, which is charged to workweek one and four (4) hours for the P.M. shift, which is charged to workweek two).
- C. A/B Schedules – To continue to provide service to the public every Friday, employees on a 9/80 schedule assigned to the Civic Center, are to be divided between two schedules, known as the “A” schedule and the “B” schedule, based upon the departmental needs. For identification purposes, the “A” schedule shall be known as the schedule with a day off on the Friday in the middle of the pay period, or, “off on payday”, the “B” schedule shall have the first Friday (P.M.) and the last Friday (A.M.) off, or “working on payday.” An example is listed below:

	AM	PM								AM	PM							AM	PM
	F	F	S	S	M	T	W	Th	F	F	S	S	M	T	W	Th	F	F	F
A Schedule	4	4	-	-	9	9	9	9	-	-	-	-	9	9	9	9	4	4	
B Schedule	-	-	-	-	9	9	9	9	4	4	-	-	9	9	9	9	-	-	

- D. Schedule Changes – FLSA non-exempt employees cannot change their assigned schedules, without prior approval of their Supervisor, Department Head, and the

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS**  
**EXHIBIT E 9/80 WORK SCHEDULE**

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Administrative Services Director or designee. The purpose of this authorization is to review the impact on overtime. FLSA exempt employees may change their schedules at the beginning of any pay period with Supervisor and Department Head approval.

- E. Emergencies – All employees on the 9/80 work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions which, in the opinion of the City Manager, Department Head or designee may require such service from any of said employees.

Overtime Defined

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

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

Leave Benefits

When an employee is off on a scheduled workday under the 9/80 work schedule, then nine (9) hours of eligible leave per workday shall be charged against the employee's leave balance or eight (8) hours shall be charged if the day off is a Friday. All leaves shall continue under the current accrual, eligibility, request and approval requirements.

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

4. Holidays

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

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT F 4/10 WORK SCHEDULE**

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**4/10 WORK SCHEDULE**

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

4/10 Work Schedule Defined

The 4/10 work schedule shall be defined as working four (4) days for forty (40) hours in an FLSA workweek by working four (4) days at ten (10) hours per day, plus a minimum of thirty (30) minutes unpaid lunch during each work shift. The FLSA workweek shall be defined as Saturday 12:00:00 A.M. to Friday 11:59:59 P.M. The 4/10 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or designee.

All employees on the 4/10 work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions which, in the opinion of the City Manager, Department Head or designee may require such service from any of said employees.

Overtime Defined

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

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

Leave Benefits

When an employee is off on a scheduled workday under the 4/10 work schedule, then ten (10) hours of eligible leave per workday shall be charged against the employee’s leave balance. All leaves shall continue under the current accrual, eligibility, request and approval requirements.

1. General Leave – As stated in Article XII.A.1.
2. Sick Leave – As stated in Article XII.A.3.
3. Bereavement Leave – As stated in Article XII.A.4.
4. Holidays
  - a. If a holiday falls on an FLSA non-exempt employee’s regularly scheduled day off, the employee must then take the work shift before or after the holiday off, with Supervisor and Department Head approval. If the employee cannot take the work shift before or after the holiday off, the employee will be credited with General Leave the number of hours of the employee’s regularly scheduled work shift.

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS**  
**EXHIBIT F 4/10 WORK SCHEDULE**

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

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT G – AGENCY SHOP AGREEMENT**

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**AGENCY SHOP AGREEMENT**

Legislative Authority

The City of Huntington Beach (City) and the Huntington Beach Municipal Teamsters (Association) mutually understand and agree that in accordance with State of California law, per adoption of SB 739 (Government Code Section 3502.5), and SB 866 (Government Code Section(s) 3550, 3551, 3552, 3553, 3555.5 and 3556) the Association will be covered by an Agency Shop. As a result of this Agency Shop Agreement between the City and the Association, this Agency Shop Agreement hereby requires that all bargaining unit employees represented by the Association:

1. Make the voluntary election to join the Association and pay Association Dues
2. Or opt-out of Association membership

The following Agency Shop Agreement will be implemented in conformity with California Government Code Section 3502.5 and applicable law (SB 866) and will be incorporated into any successor Memorandum of Understanding entered into between City and Association, unless rescinded pursuant to the terms of this Agreement.

Association Dues

The City shall deduct Association Dues, from all employees who have signed a written authorization, and a copy of that authorization has been provided to the Administrative Services Director. The authorization shall indicate the Association Dues, to be deducted. Employees who do not sign the written authorization, shall be deemed to opt-out of Association membership. Employees on leave without pay or employees who earn a salary less than the Association deduction shall not have Association Dues deducted for that pay period.

The Association shall notify the Administrative Services Director of the amount of the Association Dues to be deducted from the unit members' paychecks.

New Hire Notification

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

Records

The Association shall keep an adequate itemized record of its financial transactions and shall make a written financial report thereof, in the form of a balance sheet certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant, available annually, to the City within 60 days following the end of its fiscal year.

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

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT G – AGENCY SHOP AGREEMENT**

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

Rescission Of Agreement

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

**INDEMNIFICATION**

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

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

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

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

Payroll Deduction

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

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

Every effort will be made by the City to remit dues to the Association within three (3) weeks of receipt. The Association agrees to indemnify and hold the City harmless against any

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT G – AGENCY SHOP AGREEMENT**

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and all suits, claims, demands and liabilities that may arise out of, or by reason of, any action that shall be taken by the City for the purpose of complying with this Section.



**HUNTINGTON BEACH MUNICIPAL TEAMSTERS**  
**EXHIBIT H – CATASTROPHIC LEAVE DONATION PROGRAM**

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Guidelines

1. Purpose

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

2. Definitions

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

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

3. Eligible Leave

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

4. Eligibility

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

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

5. Transfer of Leave

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

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

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT H – CATASTROPHIC LEAVE DONATION PROGRAM**

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

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

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT H – CATASTROPHIC LEAVE DONATION PROGRAM**

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

*Requestor, Please Complete*

According to the provisions of the Voluntary Catastrophic Leave Donation Program, I hereby request donated Vacation, Administrative Leave, 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#:
Requestor Signature:	Date:
Department Director Signature:	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:
Administrative Services Director Signature:	Date signed:

Please return this form to the Human Resources Office for processing

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT H – CATASTROPHIC LEAVE DONATION PROGRAM**

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

Donor, please complete

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

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

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

**HUNTINGTON BEACH MUNICIPAL TEAMSTERS  
EXHIBIT I – HEALTH AND OTHER INSURANCE BENEFITS  
TEAMSTERS MISCELLANEOUS SECURITY TRUST FUND**

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- The Teamsters Miscellaneous Security Trust Fund contracts with the City of Huntington Beach to provide medical benefit plan options.
- Coverage for HBMT employees shall begin the first of the month following employment. The City of Huntington Beach shall remit one (1) payment of three (3) months of medical premiums for new enrollees.