

Memorandum of Understanding  
Between  
Marine Safety Management Association  
and  
City of Huntington Beach

January 1, 2022 – December 31, 2024

**MARINE SAFETY OFFICERS' ASSOCIATION  
MEMORANDUM OF UNDERSTANDING  
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**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**THE CITY OF HUNTINGTON BEACH**  
**(Hereinafter called CITY)**  
**and**  
**THE HUNTINGTON BEACH MARINE SAFETY MANAGEMENT ASSOCIATION**  
**(Hereinafter called ASSOCIATION or MSMA)**

**PREAMBLE**

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

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

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

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

**ARTICLE I – TERM OF MOU**

This Memorandum of Understanding shall be in effect for a term commencing on January 1, 2022, and ending at midnight on December 31, 2024. No further improvements or changes in the salaries and monetary benefits of the employees represented by the Association shall take effect during the term of this agreement, and the Association expressly waives any right to request any improvements or changes in salaries or monetary benefits for the employees represented by the Association which would take effect prior to December 31, 2024, and the City of Huntington Beach, through its representatives, shall not be required to meet and confer as to any such request.

**ARTICLE II – REPRESENTATIONAL UNIT/CLASSIFICATIONS**

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

Marine Safety Battalion Chief  
Marine Safety Captain  
Ocean Lifeguard Specialist (permanent 3/4-time position)

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## ARTICLE III – MANAGEMENT RIGHTS

The parties agree that the City has the right to unilaterally make decisions on all matters outside the scope of bargaining. Furthermore, except as expressly abridged or modified herein, the City retains all rights, powers and authority with respect to the management and direction of the performance of marine safety services and the work forces performing such services, provided that nothing herein shall change the City's obligation to meet and confer as to the effects of any such management decision upon wages, hours and terms and conditions of employment or be construed as granting the Fire Chief or the City the right to make unilateral changes in wages, hours, and terms and conditions of employment. Such rights include, but are not limited to, consideration of the merits, necessity, level or organization of City services, including establishing staffing requirements, overtime assignments, number and location of work stations, nature of work to be performed, contracting for any work or operation, reasonable employee performance standards, including reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable for the performance of City services. The parties agree to meet and confer during the term of this agreement on revisions, changes, modifications and additions to the Personnel Rules and/or Department Rules when requested by City.

## ARTICLE IV – EXISTING CONDITIONS OF EMPLOYMENT

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

## ARTICLE V – SALARY SCHEDULES

For each year of this MOU, the base salary of each classification represented by the Association shall be as set forth in the Salary Schedules, Exhibit A. 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.

## ARTICLE VI – SPECIAL PAY

### A. Performance Bonus

1. Every member who has advanced through all salary steps A-G are eligible for an annual merit bonus of up to three percent (3%) of their base rate of pay, or prorated three-quarter (3/4) amount for the Ocean Lifeguard Specialist. The annual merit bonus amount will be determined based upon the evaluation of the employee's performance. A completed performance evaluation with specific recognition of outstanding performance in accordance with the Fire Department's *Leadership*

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*Intent* document 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 the Fire Chief for additional consideration. After review, the Fire Chief's final decision regarding the performance bonus award amount shall be final and binding, and shall not be subject to grievance.

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.

### B. Education

1. Incentive Plan – It is the purpose and intent of the City to provide an Education Incentive Plan to motivate the employee to participate in, and continue with their education so as to improve their knowledge and general proficiency which will, in turn, result in additional benefits to the Fire Department and to the City. As the levels of additional education listed below are satisfactorily completed and attained, the employee will receive additional monetary compensation in recognition of their educational achievement.
  - a. Level I – Any employee who has attained an Associate Degree, or attained Junior status in a degree program, shall receive educational incentive pay of three percent (3%) of their base rate of pay.
  - b. Level II – Any employee who has attained a Bachelor's Degree shall receive education incentive pay of six percent (6%) of their base rate of pay.
  - c. Maximum Education Incentive Pay – The maximum education incentive pay an employee may receive is six percent 6% of their base rate of pay. An employee may only receive this education incentive pay for one degree.
  - d. Degree Majors – Degree majors will be reviewed and approved by the Fire Chief to ensure that it will enhance the employee's ability to do their job. For current employees seeking additional degrees, the course of study will be reviewed and approved by the Fire Chief in advance. Appeals may be directed to the Administrative Services Director for final determination.
  - e. Effective Date – Following approval, the additional education incentive pay shall commence the beginning of the pay period following the employee's submission of a completed application that qualifies for education incentive pay.
2. All employees who were hired before September 19, 2005, and were still employed with the City as of April 1, 2016, who do not possess the degrees listed above shall continue to receive the education incentive pay in effect as of September 19, 2005. Such pay shall not increase unless an employee obtains one of the degrees listed

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above. In the event an employee obtains an Associate or Bachelor’s degree, only the special pay in sections 1a and 1b shall apply, respectively, and the following Education Incentive Level Plan shall no longer apply:

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

The parties agree that to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Educational Incentive.

**C. Acting Assignment Pay**

1. When formally assigned to perform in an acting capacity in the absence of the Marine Safety Division Chief, a Marine Safety Battalion Chief shall be compensated for each full hour worked at the rate of twelve and one-half percent (12.5%) of the employee’s base hourly rate of pay.
2. Acting Marine Safety Division Chief selection shall be made at the discretion of the Fire Chief or designee, and seniority will not be the controlling criteria.

The parties agree that to the extent permitted by law, the compensation in the section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571 (a)(3) (Premium Pay) Temporary Upgrade Pay. This pay is only reported to CalPERS for employees who are “classic” employees per the Public Employees’ Pension Reform Act.

**D. Certification Pay**

1. Ocean Lifeguard Specialist – Employees in this classification shall not be eligible for Certification Pay.
2. Marine Safety Captain – Employees classified as Marine Captain shall receive five percent (5%) above their base hourly rate for maintaining active certification in all of the following: SCUBA/Rescue, ICS (Incident Command System) 100 and 200; Instructor 1 and Instructor 2; SCUBA/Dry Suit; and Instructor Emergency Response Red Cross.
3. Marine Safety Battalion Chief – Employees classified as Marine Safety Battalion Chief shall receive five percent (5%) above their base hourly rate for maintaining active certification in all of the following: ICS (Incident Command System) 300; Company Officer 2A, 2B, and 2D..

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Employees who have completed classes under the previous State Fire Marshal's course track will be eligible to receive the Special Certification Pay upon confirmation of the Fire Chief.

The parties agree that to the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Educational Incentive.

### E. Holiday Pay

The pay granted to members of this unit under this section is additional compensation for employees who are normally required to work on an approved holiday, because the classification of Marine Safety Captain, Marine Safety Battalion Chief, and Ocean Lifeguard Specialist are positions that require staffing without regard to holidays.

#### 1. Holidays Worked

Employees who are required to work on a specified City holiday shall receive Holiday Pay in addition to the Holiday In-Lieu Pay set forth herein equal to the overtime rate for all hours worked.

#### 2. Holiday Pay In-Lieu

In addition to regular compensation, employees shall receive, each month, one-twelfth (1/12) of the total holiday hours (80) earned for the year. The following are the recognized legal holidays under this MOU:

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

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.

The parties agree that to the extent permitted by law, Holidays Worked and Holiday In-Lieu Pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) Holiday Pay.

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### **F. Bilingual Skill Pay**

Employees whose bilingual skills are qualified, in accordance with the most current Huntington Beach Marine Safety Manual Policy A-10, shall be paid an additional five percent (5%) of their base rate of pay in addition to their regular bi-weekly salary. Eligibility for bilingual pay shall be limited to the following languages: Spanish, Vietnamese, French, German, Japanese, and sign language.

In order to be qualified and certified for said compensation, employee's language proficiency will be tested and certified by the Administrative Services Director or designee. Basic conversational proficiency will be evaluated based on response to a scenario driven oral evaluation. The Human Resources Division will notify candidates of the results of the oral evaluation. If the candidate's attempt is unsuccessful, they may repeat the process in six (6) months' time from the date of the previous exam. Bilingual skill pay shall begin the first day of the pay period following certification.

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

### **G. Effective Date of Special Pay**

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

### **H. No Pyramiding of Special Pay**

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

### **I. Reporting to PERS**

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

In the event that CalPERS challenges the City's report of any special compensation as compensation earnable and informs the City that it cannot not report the pay since it does not qualify as special compensation per Title 2 CCR section 571, the City is not obligated to continue to report the pay. This is provided for per Title 2 Section 571(c) & (d).

## **ARTICLE VII - UNIFORMS, CLOTHING, TOOLS AND EQUIPMENT**

### **A. General Policy**

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

### B. Affected Employees

All employees shall wear a standard City uniform, as provided by the City of Huntington Beach Fire Department. The Fire Chief shall determine which employees must wear a uniform.

### C. Personal Protective Equipment

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

### D. Employee Responsibilities

1. Wear a clean and complete uniform as required.
2. Uniform appearance shall be worn with pride in appearance to the public (i.e., shirt buttoned, shirt tail tucked in, etc.).
3. Wash and provide minimum repair (i.e., buttons, small tears, etc.).
4. Not wear the uniform for other than City duties or work.
5. Notify 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 from employment.
7. Turn in all personal protective equipment upon separation from employment.
8. Wear all personal protective equipment prescribed by the City safety officer and/or Supervisor of the division.

### E. Reportable to CalPERS

1. The City will report to CalPERS the average annual cost of uniforms for each employee as special compensation in accordance with Title 2, California Code of Regulations, Section 571(a)(5) Uniform Allowance. For employees who are not required to wear a uniform on a daily basis or who are not actively employed for an entire payroll calendar year, a prorated cost of uniforms shall apply. This provision shall apply to "classic" members as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA).

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2. For “new members” as defined by PEPRA, the cost of uniforms will not be reported as compensation earnable to CalPERS.

### ARTICLE VIII – HOURS OF WORK/OVERTIME

#### A. Work Schedule

1. The 4/10 work schedule shall be defined as working four (4) days, ten (10) hours per day, for a total of forty (40) hours per week, twenty-eight (28) day work period consistent with the 7(K) exemption set forth in the Fair Labor Standards Act (FLSA).
2. The 4/10 work schedule is designed to be in compliance with the requirements of the FLSA. All employees on the 4/10 work schedule are subject to be called to work any time to meet any and all emergencies or unusual conditions which, in the opinion of the City Manager, Fire Chief, or their designee, may require such service from any of said employees.
3. Ocean Lifeguard Specialist – Employees in this classification are assigned to a permanent 3/4-time schedule, defined as a minimum of thirty (30) hours per week. Schedules may be modified or adjusted by the Marine Safety Division Chief based on operational needs.

#### B. Hours of Work – Defined

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

#### C. Overtime/Compensatory Time

##### 1. Paid Overtime

- a. All employees covered by this MOU shall be eligible for overtime pay at one and one-half (1½) times their regular rate of pay, as defined by the FLSA, for all actual work performed in excess of the employees’ scheduled hours in their declared work period. Ocean Lifeguard Specialist personnel shall continue to receive overtime pay for working hours in excess of forty (40) hours per work week.
- b. Regular rate of pay is defined as the employee’s base hourly rate of pay plus their eligible special pays.

##### 2. Compensatory Time

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

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

### 3. Court Time

#### a. Court Standby

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

#### b. Court Appearance

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

### D. Standby

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

### E. On-Call

A minimum of two (2) employees will be scheduled to be on-call shall be compensated two (2) hours at the straight pay rate per night. Employee's assigned on-call during holidays will receive three (3) hours at the straight pay rate per night. On-call assignments and assignment duration shall be determined by operational schedules. On-call assignment shall not overlap the normal operational period.

**ARTICLE IX – HEALTH AND OTHER INSURANCE BENEFITS**

A. Health

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

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

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

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

a. PEMHCA Employer Contributions

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

b. Maximum Employer Contributions Toward Flex Benefits

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

- i. Employee only ("EE") – The cost of the premium up to a maximum of \$699.00. Effective in the pay period that includes January 1, 2022, the City agrees to increase this amount to the cost of the premium for employee only coverage, but not higher than \$745.83 per month. Effective in the pay period that includes January 1, 2023, the City agrees to increase this amount to the cost of the premium for employee only coverage, but not higher than \$769.16 per month.

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- ii. Employee + one dependent (“EE + 1”) – The cost of the premium up to a maximum of \$1,399.00. Effective in the pay period that includes January 1, 2022, the City agrees to increase this amount to the cost of the premium for employee plus 1 coverage, but not higher than \$1,468.95 per month. Effective in the pay period that includes January 1, 2023, the City agrees to increase this amount to the cost of the premium for employee plus 1 coverage, but not higher than \$1,492.28 per month.
  - iii. Employee + two or more dependents (“EE + 2”) – The cost of the premium up to a maximum of \$1,719.00. Effective in the pay period that includes January 1, 2023, the City agrees to increase this amount to the cost of the premium for employee plus 2 or more dependents coverage, but not higher than \$1,804.95 per month. Effective in the pay period that includes January 1, 2023, the City agrees to increase this amount to the cost of the premium for employee plus 2 coverage, but not higher than \$1,828.28 per month.
  - iv. The City shall also pay up to \$22.76 per month for each employee for the VSP Vision Plan.
- c. Ocean Lifeguard Specialist Contributions – Employees in this classification shall receive a prorated, seventy-five percent (75%) amount of the City’s maximum employer contribution rate, up to but not exceeding the premium, as established for full-time employees.

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

### 2. Dental Insurance

The annual maximum benefit for the Delta Dental PPO plan is \$2,000.00.

- a. The maximum monthly City contribution for dental insurance for the Delta Dental PPO plan shall be as follows: 1) employee only (“EE”) - \$57.86; 2) employee plus one dependent (“EE + 1”) - \$108.02; 3) employee plus two or more dependents (“EE + 2”) - \$142.36.
- b. The maximum monthly City contribution for dental insurance for the Delta Care HMO plan shall be as follows: 1) employee only (“EE”) - \$25.77; 2) employee plus one dependent (“EE + 1”) - \$43.81; 3) employee plus two or more dependents (“EE + 2”) - \$67.00.
- c. Ocean Lifeguard Specialist Contributions – Employees in this classification shall receive a prorated, seventy-five percent (75%) amount of the City’s

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maximum employer contribution rate, up to but not exceeding the premium, as established for full-time employees.

### 3. Retiree (Annuitant) Coverage

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

#### a. City Contribution (Unequal Contribution Method) for Retirees

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

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

The City's requirement to provide retirees (annuitants) medical coverage is solely governed by the Government Code requirement that PEMHCA agencies extend this benefit to retirees (annuitants). If by agreement between the Association and the City or if the City elects to impose termination of its participation in the PEMHCA program, retirees (annuitants) shall no longer be eligible for City provided medical insurance.

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

### 4. Additional Costs for Participation in the PEMHCA Program

#### a. Retiree and/or Annuitant Coverage

## MARINE SAFETY MANAGEMENT ASSOCIATION

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

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

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

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

### b. Termination Clause

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

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

### B. Medical Cash-Out

If an employee is covered by a medical program outside of a City-provided program (evidence must be supplied to the Human Resources Division), the employee may elect to discontinue City medical coverage and receive three hundred twenty two dollars and sixty one cents (\$ 322.61) bi-weekly to deposit into a deferred compensation account or any other pre-tax program offered by the City, so long as the contribution is in accordance with applicable Internal Revenue Code of regulations.

**MARINE SAFETY MANAGEMENT ASSOCIATION**

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C. Section 125 Employee Plan

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

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

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

E. Long Term Disability Insurance

1. This program provides, for each incident of illness or injury, a waiting period of thirty (30) calendar days, during which the employee may use accumulated sick leave, general leave pay, or the employee may elect to be in an unpaid status. Subsequent to the thirty (30) day waiting period, the employee will be covered by an insurance plan paid for by the City which will provide 66 2/3% of the employee's salary rate (excluding overtime and any special pay) up to a maximum of \$10,000 a month in accordance with the following:

	Disability Due to Accident	Disability Due to Illness
First 30 Calendar Days	Regular Pay	Regular Pay
Next 24 Calendar Months	66 2/3% of Base Pay	66 2/3% of Base Pay
To age 65	66 2/3% of Base Pay	None

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

**ARTICLE X – RETIREMENT**

**A. CalPERS Safety “Classic Member” Retirement Benefits:**

**1. CalPERS Safety “Classic Member” Retirement Formula**

The City shall provide all safety employees described as ‘classic members’ by the Public Employees’ Pension Reform Act of 2013 – “PEPRA” with that certain retirement program commonly known and described as the “3% @ age 50 plan” which is based on the retirement formula as set forth in California Public Employees’ Retirement Law (PERL), Section 21362.2 of the California Government Code,

**2. CalPERS Safety “Classic Member” Final Compensation**

The City shall contract with PERS to have retirement benefits calculated based on the employee’s highest one year’s compensation, pursuant to the provisions in California Public Employees’ Retirement Law (PERL) Section 20042 of the Government Code “Final Compensation” – One Year – Local Member.

**3. CalPERS Safety “Classic Member” Contribution**

a. All “classic members” shall pay their CalPERS member contribution of nine percent (9%) of compensation earnable.

**4. CalPERS Safety “Classic Member” Cost Sharing**

a. Effective the beginning of the pay period including January 1, 2023, classic member shall cost share two percent (2%) compensation earnable in accordance with Government Code section 20516(f).

b. Effective the beginning of the pay period including January 1, 2024, classic member shall cost share an additional one percent (2%) compensation earnable in accordance with Government Code section 20516(f), for a total cost share of four percent (4%).

**B. CalPERS Safety “New Member” Retirement Benefits**

The City shall provide for “New Members” within the meaning of the California Public Employees’ Pension Reform Act (PEPRA) of 2013 as defined in California Government Code Section 7522.04(f).

**1. CalPERS Safety “New Member” Retirement Formula:**

The City shall provide the 2.7% @ Age 57 retirement formula set forth in California Government Code Section 7522.25(d) for all safety employees defined

## MARINE SAFETY MANAGEMENT ASSOCIATION

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as “new members” per the Public Employees’ Pension Reform Act (PEPRA) of 2013 represented by the Association.

### 2. CalPERS Safety “New Member” Final Compensation

Final compensation for “new members” 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, as required by California Government Code Section 7522.32(a).

### 3. CalPERS Safety “New Member” Retirement Contribution

Effective October 1, 2013, “new members” as defined by PEPRA shall contribute one half of the normal cost rate, as established by CalPERS.

### 4. CalPERS Safety “New Member” Cost Sharing

a. Effective the beginning of the pay period including January 1, 2023, “new members” safety members shall pay at least thirteen percent (13%) of pensionable compensation as their retirement contribution. If the required contribution per PEPRA (half the normal cost) is less than thirteen percent (13%), employees shall pay the difference between the required PEPRA contribution and thirteen percent (13%) as cost sharing per Government Code section 20516(f). If the required PEPRA contribution is at least thirteen percent (13%) or more, “new members” safety members will pay the required PEPRA contribution.

C. The City has adopted the CalPERS Resolution in accordance with IRS Code section 414(h)(2) to ensure that 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.

### D. Self-Funded Supplemental Retirement Benefit

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

## MARINE SAFETY MANAGEMENT ASSOCIATION

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### E. Health Savings Account for Post-Retirement Medical Benefits

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

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

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

### G. 1959 Survivors' Benefit Level IV

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

### H. Medical Insurance for Retirees

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

## ARTICLE XI - LEAVE BENEFITS

### A. General Leave

The provisions on General Leave set forth below shall go into effect in the pay period including January 1, 2022. Prior to the effective date of General Leave, members of the Association earned vacation. Employees' vacation balances carry over past the effective date of General Leave. Although employees no longer earn vacation, they may use their vacation and shall be cashed out of any vacation balances at separation as provided herein.

1. Purpose – General Leave may be used for any purpose, including vacation, sick leave, and personal leave.
2. Anniversary Date – For the purpose of computing General Leave, an employee's anniversary date shall be the most recent date on which they commenced full-time City employment, unless otherwise provided in writing by agreement between the City and the employee upon initial hire or re-hire.
3. Accrual – Employees shall accrue General Leave at their appropriate assigned work schedule rate, either forty (40) hour or (30) hour workweek for Ocean Lifeguard Specialist.

**MARINE SAFETY MANAGEMENT ASSOCIATION**

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Employees shall accrue annual General Leave with pay in accordance with the following:

Years of Service	General Leave Accrual 40-Hour Rate	General Leave Accrual 30-Hour Rate
First through Fourth Year	176 Hours	132 Hours
Fifth through Ninth Year	200 Hours	150 Hours
Tenth through Fourteenth Year	224 Hours	168 Hours
Fifteenth Year and Thereafter	256 Hours	192 Hours

4. 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. Accrued General Leave may not be taken prior to six (6) months’ service except for illness, injury or family sickness. 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.

General Leave accumulated in excess of six hundred forty (640) hours shall be paid at the base hourly rate of pay, on the first pay day following such accumulation.

Employees may not use their General Leave to advance their separation date on retirement or other separation from employment.

5. Leave Conversion to Cash – During Calendar Year 2022, an employee may elect to cash out up to one-hundred and twenty (120) hours of accrued vacation leave and/or general leave at their current regular rate of pay.

On or before the beginning of the pay period which includes December 15 of each calendar year beginning in December 2022, an employee may make an irrevocable election to cash out up to one hundred and twenty (120) hours of accrued General Leave, which will be earned in the following calendar year at the employee’s regular rate of pay. The employee can elect to receive up to sixty (60) hours of General Leave cash out in the pay period that includes July 15. The employee shall receive any remaining General Leave cash out to which they irrevocably elected to cash out in the pay period that includes December 1. However, if the employee’s General Leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

6. Deferred Compensation/Leave Cash Out – The value of any unused earned General Leave or previously accrued vacation may be transferred to deferred compensation at the regular rate of pay in connection with separation from

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## MARINE SAFETY MANAGEMENT ASSOCIATION

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employment, but only during the time the employee is actively employed with the City. The employee must request the transfer no later than the pay period prior to the employee's last day of employment.

### 7. Pay-Off at Separation from Employment

Upon separation from employment, the employee shall receive compensation at their current regular rate of pay for all unused, earned general leave or previously accrued vacation to which they are entitled up to and including the effective date of their separation from employment.

### B. Vacation:

1. Accrual: Effective January 1, 2022, employees shall no longer accrue vacation leave.
2. Eligibility and Permission:

No employee shall be permitted to take a vacation in excess of actual time earned and vacation shall not be accrued in excess of three hundred twenty (320) hours. Vacations shall be taken only with permission of the Marine Safety Division Chief or designee; however, the Marine Safety Division Chief or designee shall schedule all vacations with due consideration for the wish of the employee and particular regard for the need of the department.

### C. Sick Leave

Full-time employees hired on or before the pay period following Council approval of this 2022-2024 MOU will receive a one-time Sick Leave bank totaling 96 hours. Once this Sick Leave bank is fully used, employees will no longer receive Sick Leave, only General Leave as described above.

This one-time bank may not be cashed out at any time, nor, upon separation from employment, transferred to deferred compensation, and/or a qualified medical retirement trust program.

### D. Family Leave Benefit Entitlements

All employees will be allowed to use up to (sixty) 60 hours per calendar year to care for a child, parent, spouse, or registered domestic partner during illness. This paragraph will continue in its current form so long as any other unit receives it, and will sunset in the same calendar year, if eliminated as a result of contract negotiations.

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

## **MARINE SAFETY MANAGEMENT ASSOCIATION**

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

### **E. Bereavement Leave**

Employees 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.).

### **F. Voluntary Catastrophic Leave Donation Program**

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

## **ARTICLE XII - CITY RULES**

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

## **ARTICLE XIII – MISCELLANEOUS**

### **A. Salary Upon Appointment**

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

### **B. Physical Examinations**

The City agrees to pay for bi-annual physical examinations, to include stress EKG, when authorized by the Department Head, with the understanding that results thereof may be utilized for the determination of the employee's continued ability to perform duties of the position. A copy of the physical examination shall be provided to the employee upon request.

### **C. Conditioning Time**

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

## MARINE SAFETY MANAGEMENT ASSOCIATION

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### D. 1,500 Hour Recurrent Employees

There is a fifteen hundred (1,500) work hour per year for non-MSMA positions, subject to official change in Personnel Rules 5-24.

### E. Collection of Payroll Overpayments

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

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

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

### F. Grievance Hearing Cost Sharing

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

### G. Personnel Rule 19 Modification

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

### H. Update Employee-Employer Relations Resolution (EERR)

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

I. Modified Return to Work Policy

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

J. Controlled Substance and Alcohol Testing

The City maintains the right to conduct a test during working hours of any employee that it reasonably suspects is under the influence of alcohol or a controlled substance in the workplace, consistent with department policy.

**MARINE SAFETY MANAGEMENT ASSOCIATION**

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**ARTICLE XIV - CITY COUNCIL APPROVAL**

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

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF HUNTINGTON BEACH  
A Municipal Corporation**

**HUNTINGTON BEACH  
MARINE SAFETY MANAGEMENT  
ASSOCIATION**

By: \_\_\_\_\_  
Oliver Chi  
City Manager

By : \_\_\_\_\_  
Sterling Foxcroft  
MSMA President

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

By : \_\_\_\_\_  
Trevor McDonald  
MSMA Vice President

By: \_\_\_\_\_  
Brittany Mello  
Interim Administrative Services Director

By: \_\_\_\_\_  
Scott Haberle  
Fire Chief

**APPROVED AS TO FORM**

By : \_\_\_\_\_  
Michael E. Gates  
City Attorney

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

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**Effective the Beginning of the Pay Period Including January 1, 2022**

<b>Job No</b>	<b>Job Description</b>	<b>Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
0618	Ocean Lifeguard Specialist	161	27.52	28.90	30.34	31.86	33.45	35.13	36.88
0468	Marine Safety Captain	206	43.07	45.22	47.48	49.86	52.35	54.97	57.72
0105	Marine Safety Battalion Chief	226	52.55	55.18	57.94	60.83	63.88	67.07	70.42

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

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

Plan Participation Requirements

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

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

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

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

- b. On the first of the month in which a retiree or dependent reaches age sixty five (65) or on the date the retiree or dependent can first apply and become eligible, automatically or voluntarily, for medical coverage under Medicare (whether or not such application is made) the City's obligation to pay Service Credit Subsidy may be adjusted downward or eliminated.
  - c. In the event of the death of an eligible employee, whether retired or not, the amount of the Service Credit Subsidy benefit which the deceased employee was eligible for at the time of their death shall be paid to the surviving spouse or dependent for a period not to exceed twelve (12) months from the date of death.
4. Minimum Eligibility for Benefits – With the exception of an industrial disability retirement, eligibility for Service Credit Subsidy begins after an employee has completed ten (10) years of continuous regular (permanent) service with the City of Huntington Beach. Said service must be continuous unless prior service is reinstated at the time of their rehire in accordance with the City's Personnel Rules.

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

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

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

Maximum Service Credit Subsidy Retirements After:

Years of Service	Service Credit Subsidy
10	\$ 120
11	135
12	150
13	165
14	180
15	195
16	210
17	225
18	240
19	255
20	270
21	285
22	299
23	314
24	329
25	344

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

8. Medicare

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

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

9. Cancellation

- a. For retirees/dependents eligible for paid Part A of Medicare, the following cancellation provisions apply:
  - i. Coverage for a retiree under the Service Credit Subsidy Plan will be eliminated on the first day of the month in which the retiree reaches age sixty-five (65).
  - ii. At age sixty-five (65) retirees are eligible to make application for Medicare. Upon being considered "eligible to make application," whether or not application has been made for Medicare, the Service Credit Subsidy Plan will be eliminated.

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

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A. Employer-Employee Relations Resolution

1. Modification of Section 7 – Decertification and Modification

- a) The City and the Association desire to maintain labor stability within the representational unit to the greatest extent possible, consistent with the employee's right to select the representative of his or her own choosing. For these purposes, the parties agree that this Agreement shall act as a bar to appropriateness of this unit and the selection of the representative of this unit, except during the month of August prior to the expiration of this Agreement. Changes in bargaining unit shall not be effective until expiration of the MOU, except as may be determined by the Personnel Commission pursuant to the procedures outlined below. This provision shall modify and supersede the time limits, where inconsistent, contained in Section 7 of the current Employer-Employee Relations Resolution of the City of Huntington Beach.
  
- b) The City and the Association have agreed to a procedure whereby the City, by and through the Administrative Services Director, would be entitled to propose a Unit Modification. The Association and the City agree to jointly recommend a modification of the City of Huntington Beach Employer-Employee Relations Resolution (Resolution Number 3335) upon the City's having completed its obligation to meet and confer on this issue with all other bargaining units.

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

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

- 1) The Administrative Services Director shall give written notice of the proposed Unit Modification of Modifications to all employee organizations that may be affected by the proposed change. Said written notification shall contain the Administrative Services Director rationale for the proposed change including all information which justifies the change pursuant to the criteria established in Section 6-5 for appropriateness of Units. Additionally, the Administrative Services Director shall provide all affected employee organizations with all correspondence, memoranda, and other documents which relate to any input regarding the Unit Modification which may have been received by the City or from affected employees and/or sent by the City to affected employees;
  
- 2) Following receipt of the Administrative Services Director Proposal for Unit Modification any affected employee organization shall be afforded not less than thirty (30) days to receive input from its members regarding the proposed change and to formulate a written and/or oral response to the Motion for Unit Modification to the Personnel Commission;
  
- 3) The Personnel Commission shall conduct a noticed Public Hearing regarding the Motion for Unit Modification at which time all affected employee organizations

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

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and other interested parties shall be heard. The Personnel Commission shall make a determination regarding the proposed Unit Modification which determination may include a granting of the motion, a denying of the motion, or other appropriate orders relating to the appropriate creation of Bargaining Units. Following the Personnel Commission's determination of the composition of the appropriate Unit or Units, it shall give written notice of such determination to all affected employee organizations;

- 4) Any party who chooses to appeal from the decision of the Personnel Commission is entitled to appeal in accordance with the provision of Section 14-4 of Resolution Number 3335.

- B. During the term of the agreement, the City and the Association agree to update the Employee-Employer Relations Resolution to reflect current State law.

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

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

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

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

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

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

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

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

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

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

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

**19-6. SUPPLEMENTAL HEARING BY PERSONNEL COMMISSION**

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

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

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

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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. Employees who accrue vacation, general leave or compensatory time may donate such leave to another employee when a catastrophic illness or injury befalls that employee or because the employee is needed to care for a seriously ill family member. The leave-sharing Leave Donation Program is Citywide across all departments and is intended to provide an additional benefit. Nothing in this program is intended to change current policy and practice for use and/or accrual of vacation, general, or sick leave.

2. Definitions

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

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

3. Eligible Leave

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

4. Eligibility

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

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

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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 Request Form and submit it to the Department Director for approval. The department director will forward the form to Human Resources for processing. Human Resources, working with the department, will send out the request for leave donations.

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

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

6. Other

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

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

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

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

MY SIGNATURE CERTIFIES THAT:

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

Name: <i>(Please Print)</i>	
Work Phone:	Department:
Job Title:	Employee ID#:
Requester Signature	Date:
Department Director Signature of Support:	Date:
<p><b>Human Resources Division use only</b></p> <p>End donation date will bridge to</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Long Term Disability</li> <li><input type="checkbox"/> Medical Retirement beginning</li> <li><input type="checkbox"/> Length of FMLA leave ending</li> <li><input type="checkbox"/> Return to work</li> </ul>	End donation date
Administrative Services Director or Designee Signature	Date signed

**Please submit this form to the Human Resources Office for processing.**

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

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

**Donor, please complete**

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

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

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

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

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