

City of Huntington Beach's Proposal to the
Huntington Beach Police Officers' Association
Proposal # 5
August 29, 2018

Article #	Subject	Proposal
I	Term	October 1, 2017 – September 30, 2019
VII(I)	Acting Pay	<p><u>Acting Pay</u> - In the event of an extended absence or vacancy of a Police Sergeant, the Police Chief may, at his/her discretion, designate an active FTO to perform the duties of a Police Sergeant. This acting assignment will be for no longer than three consecutive months. If the absence or vacancy continues beyond three months, the Police Chief may assign another active FTO to perform the duties of Police Sergeant for up to an additional three months. The Police Chief could continue to fill the extended absence or vacancy in the same manner until the Police Sergeant on leave returns or the vacancy is filled. The FTO working this acting assignment would receive Acting Pay, which is the same pay as that received by FTO's throughout the entire period in which he/she is acting as a Police Sergeant.</p> <p>Selection to this acting assignment will be made by the Police Chief, after reviewing memos submitted by interested FTO's.</p>
X	Options re Health and Other Insurance Benefits	<p>The City offers the Association Either</p> <ol style="list-style-type: none"> 1. A modification to Article X.B.1.b to increase the monthly maximum employer contribution towards flex benefits as follows: effective the beginning of the pay period which includes November 1, 2018: <p style="margin-left: 40px;">Single - from \$699 to \$734; Two party - from \$1,399 to \$1,499 Family - from \$1,789 to \$1,889.</p> <p style="margin-left: 40px;">In addition, effective the beginning of the pay period that includes January 1, 2019:</p> <p style="margin-left: 40px;">Single - from \$734 to \$774; Two party - from \$1,499 to \$1,599 Family - from \$1,889 to \$1,989. Or</p> 2. A modification to Article X.B.1.b to increase the monthly maximum employer contribution towards flex benefits as follows: effective the beginning of the pay period which includes November 1, 2018:

		<p>Single - from \$699 to \$734; Two party - from \$1,399 to \$1,499 Family - from \$1,789 to \$1,889. And</p> <p>Continuation of the retiree medical benefit set forth in Article X.A.1 until September 30, 2019 at which time the benefit shall sunset.</p>
X(B)(4)	Medical/Vision Opt-Out	The rate at which MOU overtime (overtime which is in addition to that which is required by the FLSA per the City's 7(k) FLSA work period) is paid does not include any contributions to the City's benefit plans, including, but not limited to, the Medical/Vision Opt-Out as set forth in Article X, Section (B)(4).
XII(A)(6)	Vacation Conversion to Cash	On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accrued vacation (in eight hour increments) which will be earned in the following calendar year at the employee's base rate of pay. By Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation 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.
XII(G)	Cash Out of Compensatory Time	On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to eighty (80) hours (in ten (10) hour increments) of accrued compensatory time off which will be earned in the following calendar year. By Thanksgiving in the following year, the employee will receive cash for the amount of compensatory time off the employee irrevocably elected to cash out in the prior year. However, if the employee's compensatory time off 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.

In addition to the above, the Association made the following proposal in its corrected proposal # 6

6. Dispatch Issues:

- a. Modify the MOU to provide that the work schedule of employees in the Communications Operator-PD and Communications Supervisor-PD classifications shall be a 3/12.5 schedule with one additional 10 hour shift each 28 days.
1. **City Response:** The City's response is set forth in the attached memo. It provides as follows: the City will agree to a work schedule where the employees would be assigned to work a 4/10, 3/12.5 or there would be a hybrid (some employees would be assigned to a 4/10 and others would be assigned to a 3/12.5) work schedule at the discretion of the Department based on operational need. If scheduled to work the 3/12.5 work schedule, employees will have a five (5) hour make up shift scheduled twice every 28 days. Employees assigned to this work schedule who wish to shift trade so that their five hour shift occurs once every 28 days as a 10-hour shift are free to do so. However, shift trades must be voluntary among the employees. The City cannot require them. Otherwise the additional hours would be hours worked for the employee who worked it. In this model there is no regularly scheduled overtime as part of regular hours.
- b. The Administrative Dispatcher position shall be rotated among interested and eligible employees, on a 2-year term (retroactive to the date of Courtney's appointment). In the event there are no volunteers for the position, the incumbent may be renewed in one-year intervals.

City Response: The City's response is set forth in the attached memo. It provides

This assignment will be for two years. The employee currently in the assignment will stay in the assignment for two years from her initial date of appointment

- i. Future appointees will have the chance to apply by providing interest memos prior to expiration of the assignment. The City will post a notice for two weeks informing prospective appointees that during that two-week period they may submit their interest memos.
- ii. If no person submits an interest memo, the current appointee can be reappointed for another one-year assignment. If that person no longer wishes to serve in the assignment, the Communications Manager has the discretion to keep the assignment vacant or to appoint another (i.e., a different person) Communications Supervisor to the assignment for one year.
- iii. If one person (different from the current appointee) submits an interest memo, that person (not the current appointee) will be appointed to the assignment.
- iv. If more than one person (different from the current appointee) submits an interest memo, there will be a selection process and the City reserves the right to select the appointee among those who submitted interest memos.

- c. The Administrative Dispatcher position shall not be above other Communications Operator positions in the in the chain of command and shall not be reflected in the communications manual.

City Response: The City's response is that the Communications Administrative Supervisor will not be above the Communications Supervisor in the Organizational Chart and will reflected as follows in the Communications Manual:

Communications Manager

Communications Supervisor

Communications Administrative Supervisor

Communications Operator