

City of Huntington Beach  
Huntington Beach Police Officers' Association (HBPOA)  
Summary of MOU Modifications

Article #	Subject	Proposal
I	Term	January 1, 2020 – June 30, 2023
VI A	Salary Schedule	<p>Year 1 – employees will receive a base salary increase of four percent (4.0%).</p> <p>Year 2 – employees will receive a base salary increase of three and one half percent (3.50%).</p> <p>Year 3 – employees will receive a base salary increase of three and one half percent (3.50%).</p>
VII(G)	Holiday in Lieu Pay	Employees shall be paid each biweekly payroll one twenty-sixth (1/26) of the total one hundred and twenty (120) holiday hours earned for the year.
VII(M)	Special Pay	The parties agree that either party to this MOU may reopen negotiations during the term of this 2020-2023 MOU regarding the rotation of specialty assignments. Any changes would require an agreement of the parties.
VIII(D)	One Time Payment For Law Enforcement Equipment	The parties agree to delete this language since this was a one-time payment and no longer belongs in the MOU.
IX(A)(4)	Work Schedule Communications Center	<p><u>Work Week Communications Center</u></p> <p>Employees in the classifications of Communications Operator-PD and Communications Supervisor-PD work a 3/12.5+5 schedule in which employees are scheduled to work three 12.5 hour shifts (on consecutive days) each week, with one additional five hour shift each 14 days that is adjacent to the employee's first or last regularly scheduled shift of the week. Employees may arrange shift trades such that the employee's work one 10 hour day each 28 days. These employees' FLSA workweeks shall begin exactly 2.5 hours into the start time of their five-hour shift and end exactly 168 hours later.</p> <p>During the term of this 2020-2023 MOU, either the City or the Association may request to meet and confer over changes to this work schedule at any time. If either party makes such a request to the other, the parties agree that they will promptly meet and confer. No changes to the work schedule can occur without an agreement of the parties.</p>
IX(B)(1)	Compensatory Time Off	The parties agree if by June 30, 2023, they have been unable to agree upon a successor MOU, the compensatory time off provisions will continue unless either party informs the other that it no longer agrees to allow the continued accrual of compensatory time off in lieu of overtime compensation. If that occurs, thirty (30) days after providing such notice to the other

		side, all overtime worked will be paid unless and until the parties agree upon a subsequent compensatory time off provision in the MOU.
X(A)(1)	Retiree Medical	The City shall contribute \$100.00 to the Trust per month for each represented employee. Equal contributions shall be made on the first two pay periods of each month. This benefit will continue until June 30, 2023 on which day it will sunset unless the parties affirmatively negotiate to maintain or modify it. At such time, the City will no longer have the obligation to make this \$100.00 contribution to the Trust.
X(B)(1)(b)(i)	Health and Other Insurance Benefits	<p>For 2020 the City shall maintain its current maximum contribution amounts of \$774 (single party coverage) \$1,623, (two party coverage) and \$2076 (family coverage).</p> <p>For 2021, the City agrees to contribute the CalPERS PORAC Region 2 Rate, but no more than: \$786 for employee only, \$1,623 for two party and \$2076 for family coverage.</p> <p>For 2022, the City agrees to contribute the CalPERS PORAC Region 2 Rate, but no more than: \$826 for employee only, \$1,704 for two party and \$2,180 for family coverage.</p>
XI	Retirement	<p><b><u>Classic Member Safety CalPERS Cost Sharing:</u></b></p> <p>Year 1 – classic member safety members shall cost share two percent (2%) compensation earnable in accordance with Government Code section 20516(f).</p> <p>Year 2 – classic member safety members shall cost share an additional one percent (1%) compensation earnable in accordance with Government Code section 20516(f), for a total cost share of three percent (3%).</p> <p>Year 3 – classic member safety members shall cost share an additional one percent (1%) compensation earnable in accordance with Government Code section 20516(f), for a total cost share of four percent (4%).</p> <p><b><u>Classic Member Miscellaneous CalPERS Cost Sharing:</u></b></p> <p>Year 1 – classic member miscellaneous members shall cost share one percent (1%) compensation earnable in accordance with Government Code section 20516(f).</p> <p><b><u>New Member Safety CalPERS Cost Sharing:</u></b></p> <p>Year 1 – new member safety members shall cost share 1.25% pensionable compensation in accordance with Government Code section 20516(f).</p>

		<p>This will ensure that these members will pay 13% of pensionable compensation (when combined with the 11.75% 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 member safety members shall become greater or less than 11.75% of pensionable compensation, as determined by CalPERS’s annual valuation, the additional contribution made by the employee under 20516(f) will be increased or decreased accordingly, so that the total employee contribution equals 13% of pensionable compensation. In the event that 50% of normal cost, as determined by CalPERS, exceeds 13%, these employees shall pay 50% of normal cost, only.</p> <p><b><u>New Member Miscellaneous CalPERS Cost Sharing:</u></b></p> <p>Year 1 – new member miscellaneous members shall cost share 1.50% pensionable compensation in accordance with Government Code section 20516(f).</p> <p>Year 2 – new member miscellaneous members shall cost share an additional amount of pensionable compensation (estimated at one and one quarter percent (1.25%)) in accordance with Government Code section 20516(f) for total cost shall of two and three-quarters percent (2.75%).</p> <p>This will ensure that effective the beginning of the pay period including January 1, 2021, these members will pay 9% of pensionable compensation (when the estimated 2.75% is 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, (including 2021 if the normal cost rate is modified from 6.25%) member contribution rate for new member safety members shall become greater or less than 6.25% of pensionable compensation, as determined by CalPERS’s annual valuation, the additional contribution made by the employee under 20516(f) will be increased or decreased accordingly, so that the total employee contribution equals 9% of pensionable compensation. In the event that 50% of normal cost, as determined by CalPERS, exceeds 9%, these employees shall pay 50% of normal cost, only.</p>
XII(C)	Vacation and Sick Leave – Conversion to General Leave	<b><u>General Leave:</u></b>

		<ol style="list-style-type: none"><li>1. <u>Purpose</u> - The purpose of annual General Leave is to provide a rest period, which will enable each employee to return to work physically and mentally refreshed, as well as for an illness or injury of the employee not otherwise covered under other provisions of law (e.g., Labor Code 4850, workers' compensation laws, etc.)</li> <li>2. <u>Anniversary Date</u> - For the purpose of computing General Leave, an employee's anniversary date shall be the most recent date on which he/she commenced full-time City employment, unless otherwise provided in writing by agreement between the City and the employee upon initial hire or re-hire.</li> <li>3. <u>Annual General Leave Eligibility</u> - All employees shall be entitled to use annual General Leave with pay except the following:<ol style="list-style-type: none"><li>a. Employees who have not completed six (6) months of continuous service with the City. However, employees with less than six (6) months of continuous service may, after 90 days, use up to 24 hours of General Leave for the purpose of an injury to or illness of themselves.</li> <li>b. Employees who work less than full-time who are not permanent. However, employees who do not work full-time and are not permanent may, after 90 days, use up to 24 hours of General Leave for the purpose of illness, injury, or family sickness.</li> <li>c. Employees on leave of absence.</li></ol></li> <li>4. <u>General Leave Accrual</u> - Employees in the City's service, having an average work week of forty (40) hours, shall accrue annual General Leave with pay in accordance with the following:</li></ol>
--	--	--

- |  |  |  |
|--|--|--|
|  |  | <ul style="list-style-type: none"><li>a. For the first (1st) through the fourth (4th) year of continuous service, General Leave shall be accrued at the rate of one hundred and seventy six (176) hours per year (6.77 hours biweekly).</li><li>b. For the fifth year (5th) and through the ninth (9th) year of continuous service, General Leave shall be accrued at the rate of two hundred (200) hours per year (7.69 hours biweekly).</li><li>c. For the tenth (10th) year and through the fourteenth (14th) year of continuous service, General Leave shall be accrued at the rate of two hundred and twenty four (224) hours per year (8.62 hours biweekly)</li><li>d. For the fifteenth (15th) year and thereafter of continuous service, General Leave shall be accrued at the rate of two hundred and fifty six (256) hours per year (9.85 hours biweekly).</li></ul> |
|--|--|--|

5. Use of General Leave

- a. No employee shall be permitted to use General Leave in excess of actual time earned and General Leave shall not be accrued in excess of six hundred and forty (640) hours. General Leave use for vacations shall be taken only with permission of the Chief of Police (or his/her designee); however, the Chief of Police shall schedule all vacations with due consideration for the wishes of the employee and particular regard for the needs of the department. If used as sick leave, employees must call in prior to their shift and provide a supervisor with notice that they are using General Leave due to illness or injury.

		<p>b. General Leave accumulated in excess of the six hundred and forty (640) hour cap shall be paid at the base hourly rate of pay on the first payday following such accumulation.</p> <p>6. <u>General Leave Pay at Separation for Employees Exempt from the Retirement Medical Trust</u> - Upon separation of employment, employees exempt from the Retirement Medical Trust shall be paid for unused General Leave at their current regular rate of pay for all unused, earned General Leave to which they are entitled up to and including the last day of employment.</p> <p>7. <u>General Leave Conversion to Cash</u> – During Calendar Year 2020, 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.</p> <p>On or before the beginning of the pay period which includes December 15 of each calendar year beginning in December 2020, 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.</p> <p>8. <u>Deferred Compensation/General Leave Cash Out</u> - The value of any unused earned General Leave may be transferred to deferred compensation at the regular rate of pay in connection with separation from employment, but only during the time the</p>
--	--	---

		<p>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. Any unused earned General Leave remaining upon separation will be transferred to the qualified medical retirement trust program on a pre-tax basis.</p> <p>9. <u>Sick Leave</u> – Full-time employees hired on or before the pay period following Council approval of this 2020-2023 MOU will receive a one-time Sick Leave bank totaling 144 hours. Up to 72 hours of this Sick Leave may be used for family Sick Leave per the relationships included in Labor Code section 233. Once this Sick Leave bank is fully used, employees will no longer receive Sick Leave, only General Leave as described above.</p> <p>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.</p>
New Article XIV L	Classification and Compensation Study	The Association agrees to cooperate with a classification and compensation study within one year of approval of this MOU.