

City of Huntington Beach's Proposal to the
Huntington Beach Police Officers' Association
Proposal # 3
October 5, 2017

Article #	Subject	Proposal
I	Term	October 1, 2017 – September 30, 2019 ⁹⁸
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>
VII(N)	Reporting to CalPERS	<p><u>Reporting to CalPERS</u> – 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).</p>
<u>IX(B)(1)</u>	<u>Compensatory Time Off</u>	<p><u>The employee's right to use compensatory time off may be restricted if a request to use is not made by providing reasonable notice or the requested use is "unduly" disruptive. The parties agree reasonable notice is one hundred and twenty (120) hours. If compensatory time off is requested with 120 hours or more notice, its use cannot be denied unless to do so would be unduly disruptive. A request to use compensatory time off made with less than the 120 hours' notice can still be granted at the discretion of the manager to whom the request is made. The reasonable notice provision of 120 hours shall sunset (and the 72 hour reasonable notice provision will be reinstated) on the adoption of a successor MOU or following expiration of the MOU once impasse is declared in successor negotiations (whichever is earlier) by either party.</u></p> <p><u>The parties agree if by September 30, 2019 they have been</u></p>

		<p><u>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.</u></p>
X	<p><u>Options re Health and Other Insurance Benefits</u></p>	<p>The City offers the Association Either</p> <ol style="list-style-type: none"> <u>1. A continuation of the retiree medical benefit set forth in Article X.A.1 with no changes to the language, or</u> <u>2. A modification to Article X.B.1.b to increase the maximum employer contribution towards flex benefits by amount equal to the increase in the PORAC Plan under CalPERS Medical Insurance (PEMHCA) at each level (employee only, employee plus one dependent and employee plus two or more dependents) not to exceed \$100 per year at any level for both 2018 and 2019. The effective dates of these increases are January, 1, 2018 and January 1, 2019.</u>
X(B)(4)	<p>Medical/Vision Opt-Out</p>	<p>The parties agree that the cash provided for the medical opt-out is not included in the overtime rate unless the overtime qualifies as overtime under the Fair Labor Standards Act. 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).</p>
XII(A)(6)	<p>Vacation Conversion to Cash</p>	<p>Want to discuss the impact of the doctrine of constructive receipt with the Association.</p> <p><u>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</u></p>

		<u>cash out.</u>
XII(G)	Cash Out of Compensatory Time	<p>Want to discuss the impact of the doctrine of constructive receipt with the Association.</p> <p><u>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.</u></p>
XV	Successor Negotiations	The parties agree to commence labor negotiations for a successor MOU no later than April 15, 201 <u>98</u> . At that meeting, the parties shall discuss ground rules and meeting dates. On or before May 15, 201 <u>98</u> the parties agree to mutually exchange comprehensive proposals.