



CITY OF NEWPORT BEACH
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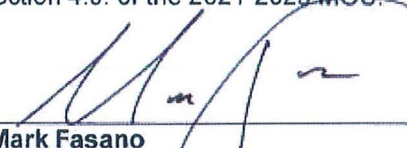
DATE: May 16, 2022
TO: Mark Fasano, Newport Beach Police Association President
FROM: Jyll C. Ramirez, Senior Human Resources Analyst
SUBJECT: Newport Beach Police Association Physical Fitness Qualifier (PFQ) Exhibit

As discussed last month, the PFQ "exhibit" was inadvertently excluded from the 2021-2025 Newport Beach Police Association (NBPA) Memorandum of Understanding (MOU) adopted by City Council at the December 14, 2021, Regular meeting.

This was an administrative oversight. There have been no substantive changes to the content or benefit of the approved MOU. These are the proposed changes:

- NBPA MOU 2021-2025, Section 4.J. Physical Fitness Qualifier: Replace Exhibit # with Exhibit C.
- Attach "Exhibit C" to the MOU, which is the PFQ outline and Point Chart.

Please sign to confirm agreement with adding "Exhibit C" (attached) and updating Section 4.J. of the 2021-2025 MOU.



Mark Fasano
Newport Beach Police Association President,
on behalf of the Police Association

5/19/2022

Date Signed



Barbara J. Salvini
Human Resources Director, on behalf of the
City of Newport Beach

5.19.22

Date Signed

Attachments: NBPA MOU, Section 4.J Updated
Exhibit C, PFQ Outline and Point Chart

vehicle to which the City contribution shall be made, with said contribution being conditioned upon there being no additional cost or administrative burdens associated therewith.

G. Deferred Compensation

Each employee shall have a deferred compensation account set up by the City and subject to the rules of IRS Code section 457 to which s/he may make contributions. The City shall contribute to each employee's deferred compensation account each pay period as follows:

The City shall contribute a total of two percent (2%) of base salary to each employee's deferred compensation account.

Under federal law, there is an annual maximum contribution which may be made to an employee's deferred compensation account. Although the City will be making contributions to employees' accounts each pay period, it is the employees' responsibility to track their total contribution amount. If an employee's account contributions reach the annual maximum, the City will stop making contributions for the remainder of the calendar year and will not owe the employee any additional compensation related to this section.

H. Tuition Reimbursement

NBPA members attending accredited community colleges, colleges, trade schools or universities may apply for reimbursement of one hundred percent (100%) of the actual cost of tuition, books, fees or other student expenses for approved job-related courses. The maximum tuition reimbursement for all employees in the unit shall be \$1,400 per fiscal year.

I. Physical Conditioning Equipment

City has acquired fitness equipment for use by members in maintaining physical fitness. City shall budget \$5,000.00 per each calendar year for the maintenance, repair, improvement, or replacement of fitness equipment. Any purchase of new equipment shall be subject to the concurrence of the Department. All exercise facilities and equipment will be available to all members of the department.

J. Physical Fitness Qualifier

The Physical Fitness Qualifier (PFQ) is offered to police officers twice annually. Fitness benchmarks have been established and are outlined in Exhibit "C." Officers who rank 1st Class, 2nd Class or 3rd Class as set forth in Exhibit "C" are awarded leave time depending upon achieved rank. Within two weeks of PFQ completion, the department will create a personnel action

(if any), and accumulated sick leave to the extent permitted by the Employee Policy Manual.

4. Re-Employment

Permanent and probationary employees who are laid off shall be placed on a Department re-employment list in reverse order of layoff. The laid off former employee shall remain on the re-employment list for not to exceed two (2) years from the date of layoff. In the event a vacant position occurs in the Classification which the employee occupied at the time of layoff, or a lower ranking Classification within a Series, the employee at the top of the Department re-employment list shall have the right to appointment to the position, provided, he or she reports to work within seven (7) days of written notice of appointment. Notice shall be deemed given when personally delivered to the employee or deposited in the U.S. Mail, certified, return receipt requested, and addressed to the employee at his or her last known address. Any employee shall have the right to refuse to be placed on the re-employment list or the right to remove his or her name from the re-employment list by sending written confirmation to the Human Resources Director.

5. Severance Pay

Permanent employees who are laid off shall, as of the date of layoff, receive one-week severance pay for each year of continuous service with the City of Newport Beach, but in no case to exceed ten (10) weeks of severance compensation.

B. Work Schedules

Nothing contained herein is intended to abridge management's right to schedule work to meet the Police Department's needs of providing services in an efficient and safe manner. Management recognizes its obligations to meet and confer before making any substantive changes to work schedules that impact an employee's conditions of employment.

1. Substantive Work Schedule Modifications

Newport Beach Police Department currently has available a variety of work schedules including 5/8, 3/12, 9/80, 4/10 and the 3/11.42/4/11.42 schedule. Except in the case of emergency, prior to moving any employee or group of employees from one work schedule to another (for example from a 9/80 to a 3/12 schedule), the Department shall notify, and upon request, meet and confer with the Association in advance of any schedule change. If an emergency prohibits meeting and conferring prior to the schedule change,

Physical Fitness Qualifier “PFQ”**Required Minimum Acceptable Performance**

<u>Age</u>	<u>Pull-ups</u>	<u>Push-ups</u>	<u>Crunches</u>	<u>1.5 Mile Run</u>
21-30	8	50	50	14:00
31-40	6	45	45	14:30
41-50+	4	40	40	15:00

Required Minimum Qualifications Scores

<u>Age</u>	<u>3rd Class</u>	<u>2nd Class</u>	<u>1st Class</u>
21-30	235	275	325
31-40	210	250	300
41-50+	185	225	275

Compensatory Time Classifications:1st Class – 9 hours2nd Class – 6 hours3rd Class – 3 hours

The purpose of the Physical Fitness Qualifier “PFQ” is to maintain and encourage high levels of overall physical fitness for police officers. The PFQ consists of four fitness categories: pull-ups, push-ups, crunches, and a 1.5-mile run. The PFQ is divided into three age groups: 21 to 30, 31 to 40, and 41 to 50+ years. The PFQ allows officers to accumulate points towards compensatory time. Each age group has three compensatory time award classifications: 1st Class - 9 hours, 2nd Class – 6 hours, and 3rd Class – 3 hours. For example, a 35-year-old officer who accumulates 250 points will be classified 2nd Class and earn 6 hours of compensatory time.

At a minimum, officers will be required to meet the standard number in the fitness category for their corresponding age group. If he/she only meets the required minimum qualification score for their age group for any of the four fitness categories, he/she will not earn the minimum amount needed to receive compensatory time. However, the scoring system allows for an officer to compensate for a lower score in one category by scoring higher in other categories.

Physical Fitness Qualifier Point Chart

Points	Pullups	Pushups	Situps	1.5 Mile Run	Points	Pullups	Pushups	Situps	1.5 Mile Run
100	20	100	100	9:00	50	10	50	50	13:10
99		99	99	9:05	49		49	49	13:15
98		98	98	9:10	48		48	48	13:20
97		97	97	9:15	47		47	47	13:25
96		96	96	9:20	46		46	46	13:30
95	19	95	95	9:25	45	9	45	45	13:35
94		94	94	9:30	44		44	44	13:40
93		93	93	9:35	43		43	43	13:45
92		92	92	9:40	42		42	42	13:50
91		91	91	9:45	41		41	41	13:55
90	18	90	90	9:50	40	8	40	40	14:00
89		89	89	9:55	39		39	39	14:05
88		88	88	10:00	38		38	38	14:10
87		87	87	10:05	37		37	37	14:15
86		86	86	10:10	36		36	36	14:20
85	17	85	85	10:15	35	7	35	35	14:25
84		84	84	10:20	34		34	34	14:30
83		83	83	10:25	33		33	33	14:35
82		82	82	10:30	32		32	32	14:40
81		81	81	10:35	31		31	31	14:45
80	16	80	80	10:40	30	6	30	30	14:50
79		79	79	10:45	29		29	29	14:55
78		78	78	10:50	28		28	28	15:00
77		77	77	10:55	27		27	27	15:05
76		76	76	11:00	26		26	26	15:10
75	15	75	75	11:05	25	5	25	25	15:15
74		74	74	11:10	24		24	24	15:20
73		73	73	11:15	23		23	23	15:25
72		72	72	11:20	22		22	22	15:30
71		71	71	11:25	21		21	21	15:35
70	14	70	70	11:30	20	4	20	20	15:40
69		69	69	11:35	19		19	19	15:45
68		68	68	11:40	18		18	18	15:50
67		67	67	11:45	17		17	17	15:55
66		66	66	11:50	16		16	16	16:00
65	13	65	65	11:55	15	3	15	15	16:05
64		64	64	12:00	14		14	14	16:10
63		63	63	12:05	13		13	13	16:15
62		62	62	12:10	12		12	12	16:20
61		61	61	12:15	11		11	11	16:25
60	12	60	60	12:20	10	2	10	10	16:30
59		59	59	12:25	9		9	9	16:35
58		58	58	12:30	8		8	8	16:40
57		57	57	12:35	7		7	7	16:45
56		56	56	12:40	6		6	6	16:50
55	11	55	55	12:45	5	1	5	5	16:55
54		54	54	12:50	4		4	4	17:00
53		53	53	12:55	3		3	3	17:05
52		52	52	13:00	2		2	2	17:10
51		51	51	13:05	1		1	1	17:15

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEWPORT BEACH
AND
NEWPORT BEACH POLICE ASSOCIATION



July 1, 2021 through November 30, 2025

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEWPORT BEACH AND
NEWPORT BEACH POLICE ASSOCIATION

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is entered into with reference to the following:

PREAMBLE

1. The Newport Beach Police Association ("NBPA" or "Association"), a recognized employee organization, and the City of Newport Beach ("City"), a municipal corporation and charter city, have been meeting and conferring, in good faith, with respect to wages, hours, fringe benefits and other terms and conditions of employment.
2. This MOU, upon approval by NBPA and the Newport Beach City Council, represents the total and complete understanding and agreement between the parties regarding all matters set forth herein.

SECTION 1. – General Provisions

A. Recognition

In accordance with the provisions of the Charter of the City of Newport Beach, the Meyers-Milias-Brown Act of the State of California and the provisions of the Employer-Employee Relations Resolution No. 2001-50, the City acknowledges that NBPA is the majority representative for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment for all employees in those classifications specified in Exhibit "A" or as appropriately modified in accordance with the Employer-Employee Relations Resolution. All other classifications and positions not specifically included within Exhibit "A" are excluded from representation by NBPA.

B. Term

1. Except as specifically provided otherwise, any ordinance, resolution or action of the City Council necessary to implement this MOU shall be considered effective as of *July 1, 2021*. This MOU shall remain in full force and effect through *November 30, 2025*, and the provisions of this MOU shall continue after the date of expiration of this MOU in the event the parties are meeting and conferring on a successor MOU.

2. The provisions of this MOU shall prevail over conflicting provisions of the Newport Beach City Charter, the ordinances, resolutions and policies of the City of Newport Beach, and federal and state statutes, rules and regulations which either specifically provide that agreements such as this prevail, confer rights which may be waived by any collective bargaining agreement, or are, pursuant to decisional or statutory law, superseded by the provisions of an agreement similar to this MOU.

C. Release Time

1. NBPA members (as described in paragraph 2 below) shall be allowed to participate in the following activities during scheduled working hours without loss of pay ("Release Time"):
 - a. attendance at off-site meetings, conferences, seminars or workshops related to matters within the scope of representation. Employees must use the hours described in C2(a) below for these purposes;
 - b. to prepare for scheduled meetings between the City and NBPA during the meet and confer process.
 - i. to travel to, and attend scheduled meetings between the City and NBPA during the meet and confer process.
 - ii. to travel to and attend scheduled grievance and disciplinary hearings.
 - iii. to meet, for up to one hour, with their representative prior to a hearing described in subsection C.1.c.ii above.
2. NBPA shall designate certain members as those members entitled to release time. Designates must give reasonable advance notice to, and obtain permission from, their supervisor prior to use of release time, or, prior to adjusting work hours. Requests for release time shall be granted by the supervisor unless there are specific circumstances that require the designate to remain on duty. Designates shall, to the maximum extent feasible, receive shift assignments compatible with participation in the meet and confer process.
 - a. The NBPA President shall be entitled to a maximum of 250 hours per calendar year for appropriate association related

business, excluding time required for the meet and confer process. The NBPA President shall, at his/her discretion, allocate Release Time to NBPA Board members or other designates, to a maximum of 150 hours per year per individual. In the event the 250 hours for the President or 150 hours for other NBPA designates are insufficient, the President may submit a request to the Police Chief, with justification, that additional hours be granted. In no event shall the Association be granted more than a total of 500 hours per year for all designates.

- b. Any NBPA negotiating team member may request and shall (subject to the approval process above) be granted flex work hours on any scheduled work day during which the negotiating team member is to attend a meet and confer session. Employees may flex start/finish time up to two (2) hours.
3. City grants NBPA members the right to engage in the activities described in subsection 1(c)(i) at any time without any reduction to City-provided Release Time or to any Release Time bank created pursuant to subsection C.5.
4. City Grants NBPA 500 hours of Release Time per calendar year to engage in the activities described in subsection C.1.a and 1.b. (City-provided Release Time.) NBPA may carry over up to 300 hours of City-provided Release Time into the ensuing calendar year.
5. In addition to City-provided Release Time and Release Time provided pursuant to subsection C.3, NBPA members may voluntarily contribute up to two hours of earned compensatory time off ("CTO") to an NBPA Release Time Bank. Members may contribute earned CTO only during the period from July 1 through August 15 during any calendar year. However, members shall not have the right to contribute CTO to the NBPA Release Time bank if NBPA has accumulated more than 600 hours of total Release Time. Contributions may be made only in hourly increments. Contributions shall be on forms prepared by the City which shall then be submitted to the appropriate department employee. City shall advise NBPA as to the balance of hours in the Release Time Bank upon request. For purposes of this subparagraph only, the term "compensatory time off or CTO" includes accrued Flex leave.
6. There is no entitlement to release time for any matter not set forth above.

D. Scope

1. All present written rules and current established practices and employees' rights, privileges and benefits that are within the scope of representation shall remain in full force and effect during the term of this MOU unless specifically amended by the provisions of this MOU.
2. Pursuant to this MOU, the City reserves and retains all of its inherent exclusive and non-exclusive managerial rights, powers, functions and authorities ("Management Rights") as set forth in Resolution No. 2001-50. Management Rights include, but are not limited to, the following.
 - a. the determination of the purposes and functions of the Police Department;
 - b. the establishment of standards of service;
 - c. to assign work to employees as deemed appropriate;
 - d. the direction and supervision of its employees;
 - e. the discipline of employees;
 - f. the power to relieve employees from duty for lack of work or other legitimate reasons;
 - g. to maintain the efficiency of operations;
 - h. to determine the methods, means and personnel by which Police Department operations are to be conducted;
 - i. the right to take all necessary actions to fulfill the Department's responsibilities in the event of an emergency;
 - j. the exercise of complete control and discretion over the manner of organization, and the appropriate technology, best suited to the performance of departmental functions.

The practical consequences of a Management Rights decision on wages, hours, and other terms and conditions of employment shall be subject to the grievance procedures.

E. Conclusiveness

This MOU contains all of the covenants, stipulations, and provisions agreed upon by the parties. Therefore, for the term of this MOU, neither party shall be compelled, and each party expressly waives its rights to request the other to meet and confer concerning any issue relating primarily to matters within the scope of representation, except as expressly provided herein or by mutual agreement of the parties. No representative of either party has the authority to make, and none of the parties shall be bound by, any statement, representation or agreement which is not embodied in this MOU.

Subject to the paragraph above, this section shall not be construed to prevent the Newport Beach Police Department from giving notice to the Association and affording the Association the opportunity to meet and confer on the impact of policy changes or the exercise of management rights. However, the terms of this MOU may not be modified through the impact negotiations process; except by mutual agreement.

F. Modifications

Any agreement, alteration, understanding, variation, or waiver or modification of any of the terms or provisions of this MOU shall not be binding upon the parties unless contained in a written document executed by authorized representatives of the parties.

G. Bulletin Boards

Space shall be provided on bulletin boards within the Police Department at their present location for the posting of notices and bulletins relating to NBPA business, meetings, or events. All materials posted on bulletins boards by the NBPA shall indicate that the NBPA posted it. Material posted shall not contain personal attacks on any City official or employee, any material which constitutes harassment, discrimination or retaliation on the basis of any protected class under the law or other statutorily or constitutionally impermissible basis, or any pornographic or obscene material.

H. No Strike

The parties recognize their mutual responsibility to provide the citizens of Newport Beach with uninterrupted municipal services and, therefore, the parties agree not to conduct concerted strike, work slowdown, sick out, withholding of services, or lockout activities.

I. Savings

If any provision of this MOU shall be held invalid by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by court action, or other established governmental administrative tribunal, the remainder of this MOU shall not be affected, and the parties shall replace such invalidated provision with another of similar or equal value through the negotiations process.

J. Impasse

In the event of an impasse (the failure to agree on a new MOU after the express term of the existing MOU has expired), the parties may agree on mediation pursuant to the procedure outlined in Section 16 of Resolution No. 2001-50.

SECTION 2. – Compensation

A. Salary Adjustments

1. Effective the first day of the pay period *following July 1, 2021*, there shall be a base salary increase of two percent (2.0%) for *all classifications in the bargaining unit. Individuals must be employed by the City on the first day of the pay period following City Council adoption to qualify for retroactive payment of the COLA.*
2. Effective the first day of the pay period *following July 1, 2022*, there shall be a base salary increase of two percent (2.0%) for *all classifications in the bargaining unit.*
3. Effective the first day of the pay period *following July 1, 2023*, there shall be a base salary increase of two percent (2.0%) for *all classifications in the bargaining unit.*
4. Effective the first day of the pay period *following July 1, 2024*, there shall be a base salary increase of two percent (2.0%) for *all classifications in the bargaining unit.*
5. Lump Sum Bonus (FY 2021-22). *All Bargaining Unit Employees in paid status for the entirety of the first full pay period following the adoption of the MOU by the City Council in Fiscal Year 2021-22 will receive a signing bonus of \$2,000. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.*

B. Salary Schedule for the Classification of Police Officer

Effective *July 7, 2018*, the salary schedule for the classification of Police Officer will be expanded from nine (9) steps to eleven (11) steps and the following will be implemented:

1. All employees who were previously identified as a Master Officer IV will be placed at Step 11 of the salary schedule.
2. All employees who were previously identified as a Master Officer III will be placed at Step 10 of the salary schedule.
3. Step 7 of the salary schedule will be ten percent (10%) higher than step 6.
4. All steps above and below step 7 (Steps 1 through 6 and 8 through 11) will be five percent (5%) higher than the previous step.
5. Employees are eligible to move between steps 2 and 9 annually.
6. Employees are eligible to move from step 9 to 10 after being at step 9 with the City of Newport Beach for three (3) years.
7. Employees are eligible to move from step 10 to 11 after being at step 10 with the City of Newport Beach for five (5) years.

C. Advanced POST Certification for Police Officers

Police Officers shall receive five and one quarter percent (5.25%) of base salary paid in each pay period upon earning an Advanced POST Certificate. When an employee qualifies for and has applied for an Advanced POST Certificate for the first time, *the employee shall provide the City's Human Resources Department with proof of an Advanced POST Certification application submittal. Employee will then be eligible for this pay on the first day of the next pay period.*

If POST correctly denies the application for the Certification the employee will be responsible for reimbursing the City for any payments previously received (over the same period the payments were made).

The parties agree that to the extent permitted by law, the education pay in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(2) Peace Officer Standards and Training (POST) Certificate Pay.

D. Dispatch/Records Skills Incentive Pay

Effective in the pay period including April 1, 2018, Full time non-sworn employees who are consistently and routinely assigned to the Police Communications or Police Records Divisions shall receive two percent

(2.0%) of base salary (paid in each pay period) upon receipt of one or more of the following certifications: POST Public Safety Dispatcher Advanced, POST Public Safety Dispatcher Supervisory or POST Records Supervisor. Unit members who possess more than one of these certifications shall only be paid for one of them. As such, the maximum an employee can be paid under this section is two percent (2%).

When an employee receives one of these certificates for the first time after the first day of the pay period following City Council approval of this MOU, he/she shall provide the City with a copy of the certificate and will then be eligible for this pay on the first day of the pay period following the provision of the certificate by the employee to the Human Resources Department.

The parties agree that to the extent permitted by law, the assignment pay in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571 Police Records Assignment.

E. Longevity Pay for Full Time Non-Sworn Employees

Full-time, non-sworn employees in the unit (all classifications in the unit except Police Officer) shall receive longevity pay as follows:

1. For Employees Hired as Full-Time Employees *prior to June 26, 2018:*

8-11 years of City of Newport Beach Service	2.0%
12-14 years of City of Newport Beach Service	2.5%
15-24 years of City of Newport Beach Service	3.0%
25 years or more of City of Newport Beach Service	3.5%

2. For Employees Hired as Full-Time Employees *on or After June 26, 2018:*

15-19 years of City of Newport Beach Service	1.0%
20-24 years of City of Newport Beach Service	1.5%
25-29 years of City of Newport Beach Service	2.0%
30 years or more of City of Newport Beach Service	2.5%

The years of service provisions in this section are for years of full-time service. Part-time service does not count toward the years of service provisions.

The parties agree that to the extent permitted by law, the longevity pay in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(1) Longevity Pay.

F. Meal Period/Code Seven Time

Employees in the Unit receive a paid meal period (aka "Code Seven" time). By being paid for a meal period, each employee in the unit must be available to respond to any work-related request, emergency or call for service during his/her meal period.

G. Overtime

1. Employees shall be entitled to overtime compensation at the rate of time and one half the regular rate of pay for hours worked in excess of their regularly scheduled shift. Paid time off shall be considered time worked for overtime calculation purposes.
2. The rate at which MOU overtime (overtime described above that is not mandated by the FLSA) does not include any contributions to the City's Cafeteria Plan as set forth in Section 4 – Fringe Benefits of the MOU.

Employees in the unit must affirmatively account for their time by specifically accounting for each days' work with the specific number of hours worked, including the use of appropriate payroll codes for leave, overtime and other purposes.

3. Overtime compensation shall be in the form of compensatory time off or pay at the election of the employee. Maximum compensatory time accrual shall be 120 hours. All overtime worked for employees at the CTO maximum shall be paid.
 - a. *If the IRS or a court of competent jurisdiction provides guidance concerning recognition of constructive receipt based on the earning of CTO, this MOU will reopen on the issue of CTO and the parties will meet and confer over elimination of constructive receipt. The parties understand that, if the IRS determines there is additional tax liability, that liability will be the responsibility of the individual taxpayers (employees).*
 - b. *Effective the first full pay period following City Council adoption in FY 2021-22, CTO will be maintained in two banks (one for FLSA Overtime and one for MOU Overtime). When paid out, CTO earned on MOU overtime will be paid out at the MOU overtime rate and CTO earned on FLSA overtime will be paid out at the regular rate.*
4. *An employee wishing to use his/her accrued compensatory time off shall provide the City with reasonable notice. Reasonable notice is defined as at least two (2) weeks. If reasonable notice is provided, the employee's request may not be denied unless it is unduly disruptive to*

the department to grant the request. A request to use compensatory time off without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.

5. *The Police Department has the discretion to schedule any of its employees to work a regular work day on July 4th, regardless of the day of the week or job assignment. This may include modifying work schedules and/or days off according to deployment needs. Unit employees who actually work July 4th will be compensated at their regular hourly rate, plus premium pay equal to 1/2 of the hours actually worked on that day. Employees will be provided their regular number of days off for the month of July (unless otherwise scheduled on an overtime basis), which will be selected/assigned according to the normal practices of their particular work unit. Should the employees work an additional shift in subsequent leap years, compensation shall be paid at the appropriate rate of overtime pay.*
6. *The City and NBPA jointly petitioned the NLRB and were granted a 7(b) exemption of the Fair Labor Standards Act to allow for use of the overtime standards as set forth in this section. The exemption allows continued use of the Department's alternative/semi-flexible schedule. The 7(b) exemption applies to those classifications in the unit who do not qualify under Section 7(k) of the FLSA.*
7. *The Section 7(k) partial overtime exemption: Effective upon City Council approval of this MOU, all employees in the unit engaged in law enforcement activities – Police Officer, Police Recruit and Custody Officer are subject to the 28-day FLSA work period provided for pursuant to Section 7(k) of the Fair Labor Standards Act.*

H. Overtime Compensation - Court

1. Compensation - Employees shall receive either compensatory time (subject to the maximum accrual of 120 hours addressed in subsection G above) or paid time at their discretion.
2. On-Call - Off-duty employees on call for court who have not been cancelled prior to the scheduled standby time shall, whether extended or not, be compensated at a rate equal to the actual standby time, with a minimum of one (1) hour paid at time and one-half the employee's MOU overtime rate of pay.
3. Appearance - Off-duty employees who are required to appear in court shall be compensated for the actual time involved with a minimum of four (4) hours paid at time and one-half the employee's regular rate of

pay. This minimum four (4) hour payment assumes that the time the employee who is required to appear in court is outside his/her regular work hours. If the time the employee is in court overlaps any part of the employee's regular work hours, the employee will receive his/her regular pay plus any additional overtime compensation (at time and one half) for hours which fell outside regular work hours. Employees appearing in court after being on call the same day shall be compensated from the time listed on the subpoena until released by the court.

Compensation for hours worked begins when the employee starts driving to court. However, when the employee is called on the same day and directed to leave *the work* location to *travel* to court, compensation for hours worked begins when the employee receives the call. Compensation for hours worked ends when the employee has completed the time in court.

4. Cancellation – Off-duty employees whose court appearance is cancelled with less than 12 hours' notice shall receive a payment for one hour at the employee's *MOU Overtime* rate of pay.

I. Education Retention Incentive Program – Non Sworn

The City has instituted the Education Retention Incentive Program to *incentivize non-sworn employees to pursue furthering their education*. Employees shall be eligible for *education* payment beyond *the* minimum qualifications of *their current position* as follows:

1. For Members hired as a *full-time, non-sworn employee* in the Bargaining Unit *prior to June 26, 2018*:

30+ units of college credit	0.5%
<i>associate degree</i> or 60+ units of college credit	1.5%
<i>bachelor's degree</i>	2.0%
<i>master's degree, Juris Doctor or Doctor of Philosophy</i>	2.5%

2. For Members hired or rehired as a *full-time, non-sworn employee* in the Bargaining Unit *on or after June 26, 2018*:

<i>associate degree</i> or 60+ units of college credit	0.5%
<i>bachelor's degree</i>	1.5%
<i>master's degree, Juris Doctor or Doctor of Philosophy</i>	2.5%

Amounts above are not cumulative. For example, if an employee with a *bachelor's degree* is receiving two percent (2%) *and then* earns a *master's*

degree, *the employee* shall earn a total of two and one half percent (2.5%), not an additional two percent (2.0%) for the *bachelor's degree*. Non-sworn NBPA members may apply for increases pursuant to this Section when eligible. The pay shall be included in the member's paycheck for the pay period immediately after approval by the Chief of Police. It is the responsibility of the employee to apply for incentive pay per this program. Approval of the member's application shall not be unreasonably withheld or delayed, and the member shall not be entitled to receive the pay prior to the date the application is approved, even though the member may have been eligible prior to approval.

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

J. Scholastic Achievement Pay - Sworn

Sworn NBPA members are entitled to additional compensation contingent upon scholastic achievement ("Scholastic Achievement Pay"). Sworn NBPA members may apply for increases pursuant to this Section when eligible and scholastic achievement pay shall be included in the member's paycheck for the pay period immediately after approval by the Chief of Police. It is the responsibility of the NBPA member to apply for Scholastic Achievement Pay. Approval of the member's application shall not be unreasonably withheld or delayed, and the member shall not be entitled to receive scholastic achievement pay prior to the date the application is approved, even though the member may have been eligible prior to approval. Scholastic achievement pay is contingent upon the number of units and/or degrees received by the employee.

For persons hired on or after June 26, 2012 a "degree" shall be defined as a degree awarded by an institution accredited by the State of California, the United States Department of Education, the Council for Higher Education, or the Distance Education Training Council. Eligibility to receive compensation shall be conditioned upon a determination by the appointing authority that the major in which a degree is earned and/or a substantial number of earned units which will qualify the individual for a degree, are in a field or protocol reasonably likely to enhance the employee's job performance.

The Plan consists of levels which reflect multipliers of the base monthly salary. Qualifying units and/or degrees must be awarded by accredited community colleges, state colleges or universities. Amounts are not cumulative. The following is a schedule of monthly payments pursuant to the Scholastic Achievement Program:

For employees hired as a full time sworn employee before July 1, 2012 scholastic achievement pay is:

<u>30 Units</u>	<u>60 Units</u>	<u>90 Units</u>	<u>BA/BS</u>	<u>MA/MS/JD</u>
1%	2%	3%	5.5%	7.5%

Any unit members hired on and after July 1, 2012 shall be ineligible for any scholastic pay based upon having obtained units only. Such employees are eligible for Scholastic Achievement Pay as follows:

<u>BA/BS</u>	<u>MA/MS/JD</u>
5.5%	7.5%

If an employee with a *bachelor's degree* who is receiving five and one half percent (5.5%) earns a *master's degree* or Juris Doctorate, *said employee* shall earn a total of seven and one half percent (7.5%), not an additional five and one half percent (5.5%) for the *bachelor's degree*.

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

K. Non-sworn Personnel Shift Differential

The night shift differential pay for non-sworn personnel shall be \$1.50 per hour between the hours of 6 p.m. and 6 a.m.

The parties agree that to the extent permitted by law, the shift differential pay in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(4) Shift Differential Pay.

L. Training Pay

Police Officers assigned to Field Training Officer duties for either Regular or Reserve officers and Civilian Employees assigned to training duties for new employees are entitled to receive compensation for these extra duties. To be eligible for compensation, the employee shall have completed a 40-hour FTO course and shall be required to complete a Daily Evaluation Report for each shift worked with a trainee. Employees assigned full training responsibilities who have not completed the FTO course shall be eligible for compensation pending course completion. Employees will be compensated for each shift worked as an FTO with a trainee at the rate of

1.5 straight time hours (i.e., base pay) per shift. If an employee works for less than a shift as an FTO, he/she will receive a pro-rated amount (of 1.5 straight time hours) for the hours worked as an FTO.

The compensation provided under this section is paid to employees who are routinely and consistently assigned to train employees. The parties agree that to the extent permitted by law, the Training Pay in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(4) Training Premium.

M. Motor Officer Pay

1. On-Duty Pay for Motor Officers:

Employees assigned as Motor Officers who routinely and consistently patrol the City on a motorcycle shall receive six hours of straight time compensation paid at time and one half (1.5) per month for the on-duty responsibilities of being assigned as a Motor Officer. The parties agree that to the extent permitted by law, this Motor Officer pay is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(4) Motorcycle Patrol Premium.

2. Off-duty Pay for Motor Officers:

Employees assigned to work as Motor Officers who maintain and service their motorcycle off-duty are entitled to compensation for such off-duty activities. The parties acknowledge that the Fair Labor Standards Act (FLSA), which governs the entitlement to compensation for off-duty motorcycle duties, entitles the parties to agree to a reasonable number of hours per month for the performance of such duties. The FLSA also allows the parties hereto to agree on appropriate compensation for the performance of such off-duty motorcycle duties. It is the intent of the parties through the provisions of this Subsection to fully comply with the requirements of the FLSA and that such provisions do comply with the FLSA.

Employees assigned to work as Motor Officers shall receive an additional four (4) hours per month paid at \$15.00 per hour at time and one half (1.5). This pay is in recognition of the off-duty responsibilities of being a Motor Officer, i.e., for maintaining and servicing the motorcycle. This pay for off-duty responsibilities shall not be reported to CalPERS as special compensation. Employees assigned to work as Motor Officers who are required to perform extraordinary off-duty motorcycle care (in rare instances) which causes a substantial increase in the normal off-duty hours worked for that month, shall submit a written request to the Police Chief or the Chief's assigned designee for additional compensation for the hours

spent performing such work. This pay for extraordinary off-duty motorcycle care shall not be reported to CalPERS as special compensation.

N. Canine Officer Pay:

1. On-Duty Pay for Canine Officers:

Employees assigned as Canine Officers shall receive fifteen (15) hours per month paid at their regular hourly rate of pay for the on-duty responsibilities of being assigned as a Canine Officer. The parties agree that to the extent permitted by law, this Canine Officer pay is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(4) Canine Officer/Animal Premium.

2. Off-duty Pay for Canine Officers:

Employees assigned to work as Canine Officers who routinely and consistently handle, train, and board the canines off-duty are entitled to compensation for such off-duty activities. The parties acknowledge that the Fair Labor Standards Act (FLSA), which governs the entitlement to compensation for off-duty canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of such duties. The FLSA also allows the parties hereto to agree on appropriate compensation for the performance of such off-duty canine duties. It is the intent of the parties through the provisions of this Subsection to fully comply with the requirements of the FLSA and that such provisions do comply with the FLSA.

Employees assigned to work as Canine Officers shall receive compensation of fifteen (15) hours a month per month paid at \$15.00 per hour at time and one half (1.5) for off-duty canine duties. This pay is for the off-duty responsibilities of Canine Officers. This pay for off-duty responsibilities shall not be reported to CalPERS as special compensation.

Employees assigned to work as Canine Officers who are required to perform extraordinary off-duty canine care, such as a veterinary emergency or other rare occurrence, which causes a substantial increase in the normal off-duty hours worked for that month, shall submit a written request to the Police Chief or the Chief's assigned designee for additional compensation for the hours spent performing such work. This pay for extraordinary off-duty canine care shall not be reported to CalPERS as special compensation.

O. Matron Pay

Any female non-sworn employees assigned matron duties (i.e., monitoring the intake of female prisoners) shall receive an additional one and one-half

(1½) hours at the base rate of pay for each shift matron duties are performed.

P. Minimum Call Back

The following shall determine the type of compensation for the overtime worked:

- a. Call Out - off duty personnel called out for a special assignment (two hour minimum).
- b. Call back shall be paid only for hours not contiguous to the employee's regular work schedule when they are required to physically return to work. The minimum two (2) hour payment assumes that the time the employee who is called back occurs outside his/her regular work hours. If the time the employee is called back overlaps any part of the employee's regular work hours, the employee will receive his/her regular pay plus any additional time (at time and one half) for hours which fall outside regular work hours.

Q. Bilingual Pay

Employees certified as bilingual (Spanish) shall be eligible to receive Two Hundred (\$200.00) Dollars per month (paid each pay period) in bilingual pay. The existing certification process will confirm that employees are fluent at the street conversational level in speaking, reading and writing Spanish. Employees certified shall receive bilingual pay the first full pay period following certification.

Additional languages may be certified for compensation pursuant to this section by the Chief of Police.

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

R. Certification Pay

Unit employees in Mechanic classification shall be eligible for annual certification pay as follows:

1. Smog License - \$250.00
2. Fire Mechanic State Level I - \$100.00
3. Fire Mechanic State Level II - \$200.00

4. ASE Certification - \$25.00 per certification up to a maximum of eight (8) and \$100.00 for possessing a current ASE Master Truck Technician and \$100.00 for possessing a current ASE Master Automobile Technician certification.
5. Commercial Driver's License, Class A - \$100.00
6. Commercial Driver's License, Class B - \$75.00

The parties agree that to the extent permitted by law, these first four certification pays in this section are special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(2) Mechanical Premium.

S. Uniform Allowance.

The City reports to PERS a uniform allowance amount of \$1,100 per year for sworn officers; \$118.56 per year for non-sworn personnel, subject to the provisions and limitations under the Public Employees' Retirement Law, including restrictions on reporting uniform allowance as pensionable compensation for "non-classic" members hired after January 1, 2013.

PERS Reporting of Uniform Allowance - To the extent permitted by law, the City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each sworn and civilian classification as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as pensionable compensation to CalPERS.

SECTION 3. – Leaves

A. Flex Leave

1. *Non-Sworn* NBPA members shall accrue (prospectively) flex leave based on the greater of their total continuous years of full-time service with the City of Newport Beach. Police Officers *shall accrue (prospectively) flex leave based on* their total full-time employment as a sworn law enforcement officer, including up to a maximum of six months time employed as a police recruit or similar classification in a police training academy. *Flex time is accrued while an employee is in paid status, including paid leave time.*

The Flex Leave accrual rate shall be:

Years of Continuous Service	Hours Accrued Per Pay Period	Hours Accrued Annually	Maximum Balance (total hours)
Less than 5	6.31	164.06	441.70
5 but less than 9	6.92	179.92	484.40
9 but less than 12	7.54	196.04	527.80
12 but less than 16	8.16	212.16	571.20
16 but less than 20	8.77	228.02	613.90
20 but less than 25	9.38	243.88	656.60
25 and over	10.00	260.00	700.00

2. The Flex leave program shall be administered as follows:
 - a. NBPA members *will normally* accrue three months (i.e., 41.02 hours) of flex leave (as provided in the chart in paragraph A1 above) immediately upon completion of three (3) months continuous employment with the Newport Beach Police Department, provided however, this amount shall be reduced by any flex leave time advanced during the first three months of employment.
 - b. Members employed by the City prior to initiation of the flex leave program have had then current accrued vacation time converted to flex leave on an hour for hour basis with then current sick leave placed in a bank to be used as provided in Section 11.2 of the City of Newport Beach Employee Policy Manual. Members entitled to use sick leave pursuant to Section 11.2A of the Employee Policy Manual must notify appropriate department personnel of their intention to access the sick leave bank and, in the absence of notification, absences will be charged to the member's flex leave account. Members who wish to convert an absence from flex leave to sick leave must submit a written request to the Chief of Police within twenty (20) days after the absence (20 days from the last absence in the event the member was continuously absent for more than one day) specifying the nature of the illness and the person notified of the intent to use sick leave, or the reasons for the failure to notify appropriate department personnel. The Chief of Police shall grant the request for conversion if the member submits a written statement signed by his or her attending physician confirming the illness and the

Police Chief determines that the member's failure to notify appropriate departmental personnel was reasonable under the circumstances.

- c. NBPA members first hired by the City prior to September 1, 1997, shall be paid for all flex leave that accrues in excess of the flex leave accrual threshold (Flex Leave Spillover Pay). Flex Leave Spillover Pay will be paid at the member's regular hourly rate of pay. Effective during the first pay period of January, 1998, NBPA members who have not utilized at least 80 hours of flex leave during the prior calendar year shall not accrue flex leave in excess of the Flex Leave Accrual Threshold and shall not be entitled to Flex Leave Spillover Pay.
- d. NBPA members first hired, or rehired by the City subsequent to September 1, 1997, shall not be eligible for Flex Leave Spillover Pay and shall not be entitled to accrue flex leave in excess of the Flex Leave Accrual Threshold.
- e. All requests for scheduled flex leave shall be submitted to appropriate department personnel. Flex leave may be granted on an hourly basis. In no event shall a member take or request flex leave in excess of the amount accrued.
- f. Members shall be paid for all accrued flex leave at their then current hourly rate of pay upon termination of the employment relationship.
- g. Should approved leave be canceled due to the needs of the City, a reasonable extension of time (up to 90 days) will be granted for employees to reschedule the leave without the loss of spillover or leave accrual.
- h. Employees who are regularly assigned to work 2088 hours per year because they are regularly assigned to work one hundred 174 twelve (12) hour shifts per year shall be credited with two hours paid leave per quarter worked on the 12-hour schedule.

B. Holiday In Lieu

NBPA members shall accrue holiday time at the rate of 96 hours per fiscal year (July 1 through June 30), and at the rate of 3.7 hours per pay period.

Option 1 (Default): Unless otherwise irrevocably elected by the employee, holiday compensation shall be paid in cash along with the employee's regular bi-weekly check. The parties agree, to the extent permitted by law, the compensation in this section is special compensation for those employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) Holiday Pay.

Option 2: Within 60 days of NBPA membership, NBPA members may irrevocably elect to have all or any portion of the 3.7 hours of accrued holiday compensation added to the member's flex leave bank on a bi-weekly basis in lieu of a cash payment. Once holiday time is accrued to the member's flex leave bank, all rules and opportunities concerning the flex leave program (described elsewhere in this MOU and in the Employee Policy Manual) will apply (e.g. usage, maximum balance, spillover, periodic payout, etc.). Pay for any time taken from the flex leave bank, and any spillover pay or other payout for flex leave, will not be reported to PERS as special compensation.

Effective following adoption of the MOU in Fiscal Year 2021-22, all current unit members will be provided a one-time opportunity to change all or a portion of their future annual holiday benefits to pay or time off. The City will provide a 28-day window (2 pay periods) for employees to make the new irrevocable election. Once selected, the election becomes uniform from year to year.

C. Bereavement Leave

Bereavement Leave shall be defined as the necessary absence from duty by employee because of the death or terminal illness in his/her immediate family. NBPA members shall be entitled to forty (40) hours of bereavement leave per incident (terminal illness followed by death is considered one incident). Leave hours need not be used consecutively, but should occur in proximate time to the occurrence. Immediate family shall mean an employee's father, stepfather, mother, stepmother, brother, sister, spouse/domestic partner, child, stepchild and grandparent, and the employee's spouse/domestic partner's father, mother, brother, sister, child and grandparent. An employee requesting bereavement leave shall notify his/her supervisor as soon as possible of the need to take leave.

D. Leave Sellback

Employees shall have the option of converting accrued Flex Leave to cash on an hour for hour basis subject to the following: On or before the pay period which includes December 15 of each calendar year, an employee

may make an irrevocable election to cash out accrued flex leave which will be earned in the following calendar year. The employee can elect to receive the cash out in the pay period which includes June 30 and/or the pay period which includes December 15 for those Flex Leave benefits that have been earned during that portion of the year. In no event shall the flex leave balance be reduced below one hundred and sixty (160) hours. On or before December 31, 2018, each employee shall have the one-time option of cashing out all or a portion of Flex Leave benefits credited to his/her account as of that date. However, in no event shall the flex leave balance be reduced below one hundred and sixty (160) hours when the leave is cashed out.

E. Workers' Compensation Leave

1. Sworn Members

Any NBPA member who is a sworn peace officer and incapacitated by reason of any injury or illness which has been determined to have arisen out of or in the course of his or her employment shall receive compensation in accordance with the provisions of Section 4850 et. seq. of the Labor Code of the State of California.

2. Non-sworn Members

Any employee incapacitated by reason of any injury or illness which has been determined to have arisen out of or in the course of his or her employment shall receive, in addition to temporary disability compensation pursuant to the laws of the State of California, an additional sum which, when added to temporary disability payments, provides the injured employee with regular compensation. Regular compensation is defined as the salary for the position and step occupied by the employee on the date of the job-related illness or injury. Payment shall commence with the first day of approved absence and end with the termination of temporary disability, or the expiration of six (6) months, whichever occurs first.

F. Scheduling of Medical Treatment for Industrial Injuries

Time spent by an employee receiving medical attention during the employee's normal working hours is considered hours worked and compensable, when the City or its representative schedules the appointment.

When an employee is temporarily disabled due to an industrial injury, and is unable to perform even limited duty in the workplace, all appointments, whether arranged by the City or the employees, shall be considered as

occurring during normal working hours. The employee shall not be entitled to any additional compensation, regardless of the employee's regular work schedule or the type of compensation currently received, except as otherwise required by law.

When an employee has been released to either full or limited duty and has returned to the workplace, time spent receiving ongoing medical treatment, such as physical therapy or follow-up visits that are not scheduled by the City, is not considered hours worked and therefore, is not compensable. To avoid disruption in the workplace, an employee shall schedule such appointments to occur during off duty hours whenever possible. In the event such scheduling is not available, employee may be allowed to attend an appointment during their regularly scheduled duty shift with prior supervisory approval. Regular recurring appointments (i.e., weekly physical therapy) must be scheduled off duty.

G. Non-Accruing Leave Bank

Sworn Police Officers shall receive thirty-three (33) hours annually of paid leave in the pay period which includes July 1. The hours do not accrue, have no cash value, cannot be transferred to any other leave bank and must be used by the pay period before the pay period containing July 1, at which time any remaining hours will be depleted. Use of NAL is subject to supervisory approval.

Non-Sworn bargaining unit members shall receive eighteen (18) hours annually of paid leave in the pay period which includes July 1. The hours do not accrue, have no cash value, cannot be transferred to any other leave bank and must be used by the pay period before the pay period containing July 1, at which time any remaining hours will be depleted. Use of NAL is subject to supervisory approval. For Fiscal Year 2021-22, non-sworn bargaining unit members shall receive a pro-rated amount of non-accruing leave the pay period following adoption by the City Council. For example, if the pay period following MOU adoption is the pay period which includes January 1, non-sworn employees will receive 9 hours of accrued leave (1/2 the fiscal year allotment).

SECTION 4. – Fringe Benefits

A. Insurance

1. Benefits Information Committee

City has established a Benefits Information Committee (BIC) composed of one representative from each employee association

group and up to three City representatives. The Benefits Information Committee has been established to allow the City to present data regarding carrier and coverage options, the cost of those options, appropriate coverage levels and other health programs. The purpose of the BIC is to provide each employee association with information about health insurance/programs and to receive timely input from associations regarding preferred coverage options and levels of coverage.

2. Medical Insurance

a. The City has implemented an IRS qualified Cafeteria Plan. In addition to the amounts listed below, the City shall contribute the minimum CalPERS participating employer's contribution towards medical insurance. Employees shall have the option of allocating Cafeteria Plan contributions towards the City's existing medical, dental and vision insurance/programs.

b. *City Contribution*

i. *The City's monthly contribution towards the Cafeteria Plan is \$1,524.00 (plus the minimum CalPERS participating employer contribution as outlined in Government Code §22892.)*

ii. *If, prior to November 30, 2025, a court of competent jurisdiction or formal legal opinion determines that the City's cafeteria benefit plan is a bona fide plan such that the City's contributions towards medical premiums will not be included in the employee's regular rate of pay under the Fair Labor Standards Act, the City will increase the monthly contribution towards the Cafeteria Plan by a total of \$200 over the remaining term of the agreement. The \$200 will be prorated annually over the remaining term of the agreement (full years only), beginning with the first day of the next plan year. Examples: If the cafeteria benefit plan becomes bona fide during December of 2023, the City will increase the monthly contribution by \$100 per month in January of 2024 (Year 3) and by an additional \$100 per month (total \$200) in January of 2025 (Year 4). If the cafeteria benefit plan becomes bona fide in March of 2022, the \$200 will be spread evenly over the remaining complete plan years of the agreement, or at \$67 per month beginning in January of 2023 (Year 2), another \$67 per month in Year 3 and another \$67 per month in Year 4. If the City's cafeteria benefit plan is not determined to be a bona fide plan as*

outlined above by a court of competent jurisdiction or formal legal opinion prior to the expiration of this MOU, this paragraph will become ineffective and the City's obligation to increase the cafeteria contribution by \$200 will cease at the expiration of the MOU.

c. Cash Back

- i. Employees shall be allowed to change coverages in accordance with plan rules and during regular open enrollment periods.*

NBPA members who do not want to enroll in any medical plan offered by the City must provide evidence of group medical insurance coverage, and execute an "opt-out" agreement releasing the City from any responsibility or liability to provide medical insurance coverage on an annual basis.

Unit members whose actual start date occurs prior to the first day of the pay period following City Council approval of this MOU in FY 2021-22 and who elect to opt out of medical coverage offered by the City because they have proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California) will receive \$1,000.00 per month in taxable cash paid bi-weekly. For these same employees, if they elect medical coverage and spend less than the City contribution provided above, those unused cafeteria plan funds shall be paid to the employee as taxable cash biweekly.

Newly appointed unit members whose actual start date occurs on or after the first day of the pay period following City Council approval of this MOU in FY 2021-22 and who elect to opt out of medical coverage offered by the City because they have provided proof of MEC through another source (other than coverage in the individual market, whether or not obtained through Covered California) shall receive \$500.00 per month in taxable cash. For these same employees, if they elect medical coverage and spend less than the City contribution provided above, there shall be no cash back provided. This paragraph shall not apply to an employee who received a conditional offer letter prior to adoption of this MOU which referenced the pre-existing "opt out" and cafeteria cash provisions.

The preceding language as applied to the following scenarios:

- 1. Part-time employee hired by the City prior to MOU adoption but not appointed as a full-time employee into the NBPA until on or after MOU adoption – this employee is subject to the \$500 opt-out amount and does*

not receive cash back if the medical coverage elected is less than the City contribution.

2. Full-time employee hired by the City prior to MOU adoption who later drops down to part-time and then is reappointed to the unit as a full-time employee – this employee is subject to the \$500 opt-out amount and does not receive cash back if the medical coverage elected is less than the City contribution.

3. Full-time employee hired by the City prior to MOU adoption who later transfers into the unit from another unit – if the employee was not subject to the \$500 opt-out amount and/or no cash back in the unit from which they are transferring, they will receive the benefit of \$1,000 opt-out and/or cash back if the medical coverage elected is less than the City contribution.

3. Dental Insurance

The existing or comparable dental plans shall be maintained as part of the City's health plan offerings as agreed upon by the Benefits Information Committee.

4. Vision Insurance

The existing or a comparable vision plan shall be maintained as part of the City's health plan offerings as agreed upon by the Benefits Information Committee.

B. Additional Insurance/Programs

1. IRS Section 125 Flexible Spending Account

Section 125 of the Internal Revenue Code authorizes an employee to reduce taxable income for payment of allowable expenses such as child care and medical expenses. The City shall maintain a "reimbursable account program" in accordance with the provisions of Section 125 of the Internal Revenue Code, pursuant to which an Association member may request that medical, child care and other eligible expenses be paid or reimbursed by the City out of the employee's account. The base salary of the employee will be reduced by the amount designated by the employee for reimbursable expenses.

2. Disability Insurance

The City shall provide Short-term (STD) and Long-term (LTD) disability insurance to all regular *full-time* employees with the following provisions:

Weekly Benefit	66.67% gross weekly wages
Maximum Benefit	\$10,000/month
Minimum Benefit	\$15 (STD) and \$100 (LTD)
Waiting Period	30 Calendar Days (STD) 180 Calendar Days (LTD)

Employees shall pay one percent (1%) of base salary as a pre-tax deduction for this benefit. *Effective the first premium payment following the City Council adoption of the MOU in Fiscal Year 2021-22, the City will no longer require unit members to pay one percent (1%) of base salary for this benefit and this Paragraph shall be deleted.*

Employees shall not be required to exhaust accrued paid leaves prior to receiving benefits under the disability insurance program. Employees may not supplement the disability benefit with paid leave once the waiting period has been exhausted.

3. Life Insurance

The City shall provide life insurance for all regular full-time employees in \$1,000 increments equal to one times the employee's annual salary up to a maximum of \$50,000. At age 70 the City-paid life insurance is reduced by 50% of the pre-70 amount. This amount remains in effect until the employee retires from City employment.

C. Employee Assistance Program

City shall provide an Employee Assistance Program (EAP) through a properly licensed provider. Association members and their family members may access the EAP subject to provider guidelines.

D. The Retirement Benefit

1. Retirement Formula

The City contracts with the California Public Employees Retirement System ("CalPERS" or "PERS") to provide retirement benefits for its employees. Pursuant to prior agreements and state mandated reform, the City has implemented first, second and third tier retirement benefits as follows:

Tier I ("Legacy"): For employees hired by the City on or before November 23, 2012, the retirement formula for safety members shall be 3%@50 and the retirement formula for non safety members shall be 2.5%@ 55, calculated on the basis of the highest consecutive 12 month period selected by the employee.

Tier II ("Classic"): For employees first hired by the City between November 24 and December 31, 2012, or hired on or after January 1, 2013 and who are current members of the retirement system or a reciprocal retirement system, as defined in Public Employees Pension Reform Act (PEPRA), the retirement formula for safety members shall be 3%@55 and the retirement formula for non safety members shall be 2%@60, calculated on the basis of the highest consecutive 36 month period selected by the employee.

Tier III ("PEPRA"): For employees first hired by the City on or after January 1, 2013, and who do not meet the Tier II criteria, the safety retirement formula shall be 2.7%@57 and the non safety retirement formula shall be 2.0%@62, calculated on the basis of the highest consecutive 36 month period selected by the employee.

2. Employee Contributions

Unit members shall contribute additional amounts toward the PERS retirement benefit, to the extent permissible by law, as set forth below. Should any such provision be deemed invalid, the City and Association agree to meet for the purpose of renegotiating employee retirement contributions or other equivalent economic adjustments.

Employee retirement contributions that are in addition to the normal PERS Member Contribution shall be calculated on base pay, special pays, and other pays normally reported as pensionable compensation, and will be made on a pre-tax basis through payroll deduction, to the extent allowable by the Internal Revenue Code

a. Safety

Tiers I and II:

NBPA Tier I and II safety members will contribute the full statutory member contribution, equal to 9% of pensionable compensation, plus an additional 4.6% of pensionable compensation toward retirement costs as permitted under Government Code §20516(f), for a total contribution of 13.6% of pensionable compensation.

Tier III:

In addition to the statutorily required 50% contribution of total normal costs ("member contribution rate"), Tier III employees shall contribute *an additional amount* of pensionable compensation toward retirement costs pursuant to Government Code § 20516(f), *so that their contribution equals* a total contribution of 13.6% of pensionable compensation. If in future fiscal years member contribution rate for employees in Tier III shall become greater or less, as determined by PERS valuation, the additional contribution made by the employee under 20516(f) will be increased or decreased accordingly so that the total employee contribution equals 13.6% of pensionable compensation. *Provided, however, that the employee contribution shall never fall below the statutory required contribution.*

b. Non Safety

Tier I:

Tier I employees shall contribute eight percent (8%) of *compensation earnable* for the CalPERS member contribution, an additional 2.42% of *compensation earnable* as cost sharing pursuant to Government Code section 20516(a) and *effective the first day of the pay period following City Council adoption of the MOU In FY 2021-22*, an additional 2.58% of *compensation earnable* as cost sharing pursuant to Government Code §20516(f). Employees shall contribute a total of 13.0% of *compensation earnable* for retirement contributions.

Tier II:

Tier II employees shall contribute the statutory PERS Member Contribution equal to 7.0% of *compensation earnable*, *plus (effective the first day of the pay period following City Council adoption of the MOU In FY 2021-22)* an additional 6.0% of *compensation earnable* toward retirement costs under

Government Code § 20516(f), for a total contribution of 13% of *compensation earnable*.

Tier III:

The minimum statutory employee contribution for employees in Tier III, subject to the provisions of the Public Employees' Pension Reform Act (PEPRA), equals 50% of the "total normal cost", *and is calculated annually for possible adjustments as provided in the CalPERS valuations*.

In addition to the statutorily required 50% contribution of total normal costs, Tier III employees shall contribute *an additional amount* of pensionable compensation toward retirement pursuant to Government Code § 20516(f), *so that their contribution equals (effective the first day of the pay period following City Council adoption of the MOU In FY 2021-22) a total of 13.0% of pensionable compensation*. If in future fiscal years themember contribution rate for employees in Tier III shall become greater or less, as determined by PERS valuation, the additional contribution made by the employee under 20516(f) will be increased or decreased accordingly so that the total employee contribution equals 13.0% of pensionable compensation. *Provided, however, that the employee contribution shall never fall below the statutory required contribution*.

3. The City's contract with PERS shall also provide for:
 - a. The military buy-back provisions pursuant to Section 20930.3 of the California Government Code and the highest year benefit pursuant to Section 20042.
 - b. The Level 4 1959 Survivors Benefits.
 - c. The PERS pre-retirement option settlement 2 death benefit (Section 21548) for miscellaneous and safety members.

E. Retiree Medical Benefit

1. Background

In 2005, the City and all Employee Associations agreed to replace the previous "defined benefit" retiree medical program with a new "defined

contribution” program. The process of fully converting to the new program will be ongoing for an extended period. During the transition, employees and (then) existing retirees have been administratively classified into one of four categories. The benefit is structured differently for each of the categories. The categories are as follows:

- a. Category 1 - Employees newly hired after January 1, 2005.
- b. Category 2 - Active employees hired prior to January 1, 2005, whose age plus years of service as of January 1, 2005 was less than 50 (46 for public safety employees).
- c. Category 3 - Active employees hired prior to January 1, 2005, whose age plus years of service was 50 or greater (46 for public safety employees) as of January 1, 2005.
- d. Category 4 - Employees who had already retired from the City prior to January 1, 2005, and were participating in the previous retiree medical program.

2. Program Structure

This is an Integral Part Trust (IPT) Retirement Health Savings Plan (RHS).

- a. For employees in Category 1, the program is structured as follows:

Each employee will have an individual RHS account for bookkeeping purposes, called his or her “Employee Account.” This account will accumulate contributions to be used for health care expense after separation. All contributions to the plan are either mandatory employee contributions or City paid employer contributions, so they are not taxable to employees at the time of deposit. Earnings from investment of funds in the account are not taxable when posted to the account. Benefit payments are not taxable when withdrawn, because the plan requires that all distributions be spent for specified health care purposes.

Contributions will be in three parts.

Part A contributions (mandatory employee contributions): 1% of Salary.

Part B contributions (employer contributions): \$2.50 per month for each year of service plus year of age (updated every January 1st based on status as of December 31st of the prior year).

Part C contributions (leave settlement as determined by Association):

The Association will determine the level of contribution for all employees it represents, subject to the following constraints. All employees within the Association must participate at the same level, except that safety members and non-safety members within an Association may have different levels. The participation level should be specified as a percentage of the leave balance on hand in each employee's leave bank at the time of separation from the City.

For example, if the Association wishes to specify 50% of the leave balance as the participation level, then each member leaving the City, or cashing out leave at any other time, would have the cash equivalent of 50% of the amount that is cashed out added to the RHS, on a pre-tax basis. The remaining 50% would be paid in cash as taxable income. Individual employees would not have the option to deviate from this breakout.

The Association has decided to participate in Part C contributions at the level of zero percent (0%) for Flex/Vacation Leave and zero percent (0%) for Sick Leave. This amount may be changed, on a go forward basis, as part of a future meet and confer process. However, the participation level must be the same for all employees within the Association except that safety members and non-safety members within an Association may have different levels. Additionally, the purpose and focus of these changes should be toward long-term, trend type adjustments. Due to IRS restrictions regarding "constructive receipt," the City will impose restrictions against frequent spikes or drops that appear to be tailored toward satisfying the desires of a group of imminent retirees.

Spillover pay is not eligible for Part C contributions.

Nothing in this section restricts taking leave for time off purposes.

Sick leave balances may also be included in the RHS Part C contributions, but only to the extent and within all the numeric parameters specified in the Employee Policy Manual. Section 11.21 of the Manual contains a schedule which specifies the amount of sick leave that can be "cashed out," based on time of service. The manual also caps the number of hours that can be "cashed out" at 800, and specifies that sick leave hours are "cashed out" on a 2 for 1 basis (800 hours of sick leave are converted to 400 hours for cash purposes). Sick leave participation is a separate item from

vacation/flex leave participation, and thresholds must be separately identified by the Association.

Part A contributions may be included in PERS compensation. Part B and Part C contributions will not be included in PERS compensation.

Part A contributions begin upon enrollment in the program and are credited to each RHS Employee Account each pay period. Eligibility for Part B contributions is set at five years of vested City employment. At that time, the City will credit the first five years' worth of Part B contributions into the Employee Account (interest does not accrue during that period). Thereafter, contributions are made bi-weekly. Part C deposits, if any, will be made at the time of employment separation.

Each Employee has a right to reimbursement of medical expenses (as defined below) from the Plan until the Employee Account balance is zero. This right is triggered upon separation. If an employee leaves the City prior to five years' employment, only the Part A contributions and Part C leave settlement contributions, if any, will be in the RHS Employee Account. Such an employee will not be entitled to any Part B contributions. The exception to this is a full-time employee, participating in the program, who leaves the City due to industrial disability during the first five years of employment. In such cases, the employee will receive exactly five years' worth of Part B contributions, using the employee's age and compensation at the time of separation for calculation purposes. This amount will be deposited into the employee's RHS account at the time of separation.

Distributions from RHS Employee Accounts are restricted to use for health insurance and medical care expenses after separation, as defined by the Internal Revenue Code Section 213(d) (as explained in IRS Publication 502), and specified in the Plan Document. In accordance with current IRS regulations and practices, this generally includes premiums for medical insurance, dental insurance, vision insurance, supplemental medical insurance, long term care insurance, and miscellaneous medical expenses not covered by insurance for the employee and his or her spouse and legal dependents – again only as permitted by IRS Publication 502. Qualification for dependency status will be determined by guidelines in IRC 152. If used for these purposes, distributions from the RHS accounts will not be taxable. Cash withdrawal for any other purpose is prohibited. Under recent IRS Revenue Ruling 2005-24, any balance remaining in the Employee Account after the death of the employee and his or her spouse and/or other authorized dependents

(if any) must be forfeited. That particular RHS Employee Account will be closed, and any remaining funds will become general assets of the plan.

The parties agree that the City's Part B contributions during active employment constitute the minimum CalPERS participating employer's contribution towards medical insurance after retirement. The parties also agree that, for retirees selecting a CalPERS medical plan, or any other plan with a similar employer contribution requirement, the required City contribution will be withdrawn from the retiree's RHS account.

- b. For employees in Category 2, the program is the same as for those in Category 1, with the following exception:

In addition to the new plan contributions listed above, current employees who fully convert to the new plan will also receive a one-time City contribution to their individual RHS accounts that equates to \$100 per month for every month they contributed to the previous "defined benefit" plan, to a maximum of 15 years (180 months). This contribution will be made only if the employee retires from the City and at the time of retirement. No interest will be earned in the interim.

Employees in Category 2 who had less than five years' service with the City prior to implementation of the new program will only receive Part B contributions back to January 1, 2006 when they reach five years' total service.

- c. For employees in Category 3, the program is the same as for those in Category 2, with the following exception:

For employees in this category, the City will make no Part B contributions while the employees are still in the active work force. Instead, the City will contribute \$400 per month into each of their RHS accounts after they retire from the City, to continue as long as the employee or spouse is still living.

Each employee will contribute a flat \$100 per month to the plan for the duration of their employment to partially offset part of this expense to the City. The maximum benefit provided by the City after retirement is \$4,800.00 per year, accruing at the rate of \$400.00 per month. There is no cash out option for these funds, and they may not be spent in advance of receipt.

Employees in this category will also receive an additional one-time City contribution of \$75 per month for every month they contributed

to the previous plan prior to January 1, 2006, up to a maximum of 15 years (180 months). This contribution will be made to the RHS account at the time of retirement, and only if the employee retires from the City. No interest will be earned in the interim.

- d. For employees (retirees) in Category 4, the structure is very similar to the previous retiree medical program, except that there is no cost share requirement, and the \$400 City contribution after retirement can be used for any IRS authorized purpose, not just City insurance premiums.

Effective July 1, 2006, a RHS account has been opened for each retiree in this category, and the City will contribute \$400 per month to each account as long as the retiree or spouse remains living.

For existing NBPA retirees in this category, the \$400 was increased to \$450 effective July 1, 2006. The NBPA and Police Management Association have agreed to reimburse the City for half of the cost of this increase, on an ongoing basis. To that end, the City will invoice NBPA at the end of each quarter for half the actual cost of this increase during the previous three months.

3. Administration

Vendors have been selected by the City to administer the program. The contract expense for program-wide administration by the vendor will be paid by the City. However, specific vendor charges for individual account transactions that vary according to the investment actions taken by each employee, such as fees or commissions for trades, will be paid by each employee.

The City's Deferred Compensation Committee, or its successor committee, will have the authority to determine investment options that will be available through the plan.

F. City Contribution to PORAC Retiree Medical Trust (RMT)

The City shall contribute \$100.00 per month, per unit member to the PORAC Retiree Medical Trust. At no time shall the City be liable for administering the PORAC RMT, paying fees towards it, remedying or covering any losses by it, or assuming any of the PORAC RMT's liabilities or legal obligations. In the event the City is required to pay or withhold payroll taxes on employee contributions, the parties shall immediately meet and confer in good faith to attempt to implement equitable adjustments to the contributions referenced herein. In the event the PORAC RMT ceases to operate, the Association shall designate an alternate retiree medical

vehicle to which the City contribution shall be made, with said contribution being conditioned upon there being no additional cost or administrative burdens associated therewith.

G. Deferred Compensation

Each employee shall have a deferred compensation account set up by the City and subject to the rules of IRS Code section 457 to which s/he may make contributions. The City shall contribute to each employee's deferred compensation account each pay period as follows:

The City shall contribute a total of two percent (2%) of base salary to each employee's deferred compensation account.

Under federal law, there is an annual maximum contribution which may be made to an employee's deferred compensation account. Although the City will be making contributions to employees' accounts each pay period, it is the employees' responsibility to track their total contribution amount. If an employee's account contributions reach the annual maximum, the City will stop making contributions for the remainder of the calendar year and will not owe the employee any additional compensation related to this section.

H. Tuition Reimbursement

NBPA members attending accredited community colleges, colleges, trade schools or universities may apply for reimbursement of one hundred percent (100%) of the actual cost of tuition, books, fees or other student expenses for approved job-related courses. The maximum tuition reimbursement for all employees in the unit shall be \$1,400 per fiscal year.

I. Physical Conditioning Equipment

City has acquired fitness equipment for use by members in maintaining physical fitness. City shall budget \$5,000.00 per each calendar year for the maintenance, repair, improvement, or replacement of fitness equipment. Any purchase of new equipment shall be subject to the concurrence of the Department. All exercise facilities and equipment will be available to all members of the department.

J. Physical Fitness Qualifier

The Physical Fitness Qualifier (PFQ) is offered to police officers twice annually. Fitness benchmarks have been established and are outlined in Exhibit "#." Officers who rank 1st Class, 2nd Class or 3rd Class as set forth in Exhibit "#" are awarded leave time depending upon achieved rank. Within two weeks of PFQ completion, the department will create a personnel action

form indicating the rank and number of leave time hours awarded for each sworn police officer. The awarded hours will be placed in the police officer's individual Comp Time bank (at the straight time rate), which is subject to a 120-hour maximum balance. If the employee later chooses to have the leave time "paid out," payment will be at the employee's MOU overtime rate.

SECTION 5. – Miscellaneous Provisions

A. Reductions in Force/Layoffs

The provisions of this section shall apply when the City Manager determines that a reduction in the work force is warranted because of actual or anticipated reductions in revenue, reorganization of the work force, a reduction in municipal services, a reduction in the demand for service or other reasons unrelated to the performance of duties by any specific employee. Reductions in force are to be accomplished, to the extent feasible, on the basis of seniority within a particular Classification or Series and this Section should be interpreted accordingly.

1. Definitions

a. "Layoffs" or "Laid off" shall mean the non-disciplinary termination of employment.

b. "Seniority" shall mean the time an employee has worked in a Classification or Series calculated from the date on which the employee was first granted permanent status in their current Classification or any Classification within the Series, subject to the following:

i. Credit shall be given only for continuous service subsequent to the most recent appointment to permanent status in the Classification or Series;

ii. Seniority shall include time spent on industrial leave, military leave and leave of absence with pay, but shall not include time spent on any other authorized or unauthorized leave of absence.

c. "Classification" shall mean one or more full time positions identical or similar in duties and embraced by a single job title authorized in the City budget and shall not include part-time, seasonal or temporary positions. Classifications within a Series shall be ranked according to pay (lowest ranking, lowest pay).

d. "Series" shall mean two or more Classifications within a Department which require the performance of similar duties with the higher ranking Classification(s) characterized by the need for less supervision by superiors, more difficult assignments, more supervisory responsibilities for subordinates. The City Manager shall determine those Classifications which constitute a Series.

e. "Bumping Rights", "Bumping" or "bump" shall mean the right of an employee, based upon seniority within a series, to displace a less senior employee in a lower Classification within the Series. No employee shall have the right to Bump into a Classification for which the employee does not possess the minimum qualifications such as specialized education, training or experience.

2. Procedures

In the event the City Manager determines to reduce the number of employees within a Classification, the following procedures are applicable:

a. Temporary and probationary employees within any Classification shall, in that order, be laid off before permanent employees.

b. Employees within a Classification shall be laid off in inverse order of seniority;

c. An employee subject to layoff in one Classification shall have the right to Bump a less senior employee in a lower ranking Classification within a Series. An employee who has Bumping Rights shall notify the Department Director within three (3) working days after notice of layoff of his/her intention to exercise Bumping Rights.

d. In the event two or more employees in the same Classification are subject to layoff and have the same seniority, the employees shall be laid off in inverse order of their position on the eligibility list or lists from which they were appointed. In the event at least one of the employees was not appointed from an eligibility list, the Department Director shall determine the employee(s) to be laid off.

3. Notice

Employees subject to layoff shall be given at least thirty (30) days advance notice of the layoff or thirty (30) days' pay in lieu of notice. In addition, employees laid off will be paid for all accumulated paid leave, holiday leave

(if any), and accumulated sick leave to the extent permitted by the Employee Policy Manual.

4. Re-Employment

Permanent and probationary employees who are laid off shall be placed on a Department re-employment list in reverse order of layoff. The laid off former employee shall remain on the re-employment list for not to exceed two (2) years from the date of layoff. In the event a vacant position occurs in the Classification which the employee occupied at the time of layoff, or a lower ranking Classification within a Series, the employee at the top of the Department re-employment list shall have the right to appointment to the position, provided, he or she reports to work within seven (7) days of written notice of appointment. Notice shall be deemed given when personally delivered to the employee or deposited in the U.S. Mail, certified, return receipt requested, and addressed to the employee at his or her last known address. Any employee shall have the right to refuse to be placed on the re-employment list or the right to remove his or her name from the re-employment list by sending written confirmation to the Human Resources Director.

5. Severance Pay

Permanent employees who are laid off shall, as of the date of layoff, receive one-week severance pay for each year of continuous service with the City of Newport Beach, but in no case to exceed ten (10) weeks of severance compensation.

B. Work Schedules

Nothing contained herein is intended to abridge management's right to schedule work to meet the Police Department's needs of providing services in an efficient and safe manner. Management recognizes its obligations to meet and confer before making any substantive changes to work schedules that impact an employee's conditions of employment.

1. Substantive Work Schedule Modifications

Newport Beach Police Department currently has available a variety of work schedules including 5/8, 3/12, 9/80, 4/10 and the 3/11.42/4/11.42 schedule. Except in the case of emergency, prior to moving any employee or group of employees from one work schedule to another (for example from a 9/80 to a 3/12 schedule), the Department shall notify, and upon request, meet and confer with the Association in advance of any schedule change. If an emergency prohibits meeting and conferring prior to the schedule change,

the Department shall meet and confer with the Association as soon as is reasonably possible after the schedule change.

2. Non-Substantive Schedule Modifications

In the event of any non-substantive change to an employee's work schedule (changes in starting times, days off, etc.), Management agrees to give as much advance notice of said change as possible and to give reasonable regard to the needs of the employees to make adjustments to their personal schedules and commitments related to the change in work schedules.

3. Transfers

Transferring an employee to an assignment with a different work schedule shall not be considered a change to modified work schedules and shall not obligate Management to meet and confer over said change.

C. Seniority

1. Definition and Policy

In order to clarify "seniority" practices, the parties agree to the following definition and policy for "seniority" determinations. "Seniority" position among members belonging to the same classification and determined prior to the date of this Agreement shall not change, regardless of the method of determination.

- a. Unless otherwise specified, for purposes of employment practices and vacation selection in which "seniority" is a consideration, "seniority" is defined and determined as the period of time of continuous full time employment within a classification.
- b. Determination of seniority date upon promotion or demotion of full time employees:
 - i. An employee promoted into any higher classification shall obtain their seniority date based upon their date of promotion, relative to others in the classification into which the employee promotes.
 - ii. An employee who voluntarily or involuntarily demotes into any lower classification shall retain the oldest seniority date from any prior full time classification from which they promoted or to which they are re-classified.

- c. Part time employees have no seniority rights, and any full time employee who resigns their full time position and accepts a part time appointment shall forfeit any seniority, even upon re-appointment to a full time position.
 - d. Nothing in this definition is intended to affect any other employment right or consideration that may be based upon total years of service, initial appointment date, or any other date of hire or change in employment status.
 - e. In the event there is a conflict between members of a classification hired on the same day, seniority position shall be determined by order of hire based upon issuance of Employee ID numbers.
 - f. For the class of Police Officer, seniority is determined based upon the date of appointment as a Police Officer, not date of hire as a Police Recruit.
2. Nothing contained herein is intended to abridge management's right to schedule employees to work or deny leave requests that management feels will interfere with the efficient running of the Police Department or present a safety hazard to employees or the community.

The Department shall continue its practice of allowing employees to sign up for vacations, shifts and days off by seniority. The Department shall have the right to deviate from seniority in shift preference selection as necessary to meet training needs, train probationers, separate employees, meet specialized qualification needs, and/or to correct experience imbalances in accordance with existing practice. In the event Management wishes to propose substantive changes to the existing practice of sign-up for vacations, shifts and days off by seniority, it shall give notice to the Association and meet and confer to seek mutually agreeable solutions and/or remedies. In the event that a mutually agreeable solution or remedy is not found, Management may deviate from the prior seniority criteria to the extent necessary to meet operational or safety needs.

D. Grievance Procedure

1. Definition

The term "grievance" means a dispute between NBPA or any member and the City regarding the interpretation or application of rules or regulations governing the terms and conditions of employment, any provision of the Employee Policy Manual, any provision of Resolution No. 2001-50, or this MOU.

2. Guidelines

Any NBPA member may file a grievance without fear of retaliation or any adverse impact on any term or condition of employment.

- a. A grievance shall not be filed to establish new rules or regulations, change prevailing ordinances or resolutions, nor circumvent existing avenues of relief where appeal procedures have been prescribed.
- b. An employee may be self-represented or represented by one other person.
- c. An employee and any representative shall be given notice of the time and place of any grievance proceeding, the opportunity to be present at such proceedings, a copy of any written decision or communication to the employee concerning the proceedings, and any document directly relevant to the proceedings.
- d. All parties shall engage in good faith efforts to promptly resolve the grievance in an amicable manner. The time limit specified may be extended upon mutual agreement expressed in writing.
- e. The procedures in this MOU represent the sole and exclusive method of resolving grievances.

3. Procedure for NBPA Members

Step 1 – The employee shall orally present the grievance to his or immediate supervisor within fifteen (15) calendar days after the member knew, or in the exercise of reasonable diligence should have known, the act or events upon which the grievance is based. The immediate supervisor shall conduct any appropriate investigation and meet with the employee no more than fifteen (15) calendar days after presentation of the grievance. The employee shall be given at least 24 hours' notice of the meeting. The meeting shall be informal, and the employee may have a representative present. Any employee not satisfied with the decision of his or her immediate supervisor may proceed to Step 2.

Step 2 – If an employee is dissatisfied with the decision of his or her immediate supervisor, the employee may proceed to Step 2 by submitting a written grievance to the supervising Deputy Chief or Civilian Deputy Director. Any employee dissatisfied with the decision of his or her immediate supervisor may submit a written grievance to the supervising Deputy Chief or Civilian Deputy Director. The written grievance shall be filed within seven (7) calendar days following receipt of the immediate supervisor's decision. The written grievance must contain a complete

statement of the matters at issue, the facts upon which the grievance is based, and the remedy requested by the employee. The supervising Deputy Chief or Civilian Deputy Director shall meet with the employee and any representative in an effort to resolve the grievance. The meeting shall be scheduled no more than fifteen (15) calendar days following receipt of the appeal unless deferred by the consent of both parties. The Deputy Chief or Civilian Deputy Director shall provide the employee with a written decision on the appeal within fifteen (15) calendar days after the meeting.

Step 3 – Appeal to Chief of Police. Any employee dissatisfied with the decision of the supervising Deputy Chief or Civilian Deputy Director may proceed to Step 3 by submitting a written appeal to the Chief of Police. The written appeal must be filed with the Chief of Police within seven (7) calendar days following receipt of the supervising Deputy Chief or Civilian Deputy Director's decision. The written appeal must contain a complete statement of the matters at issue, the facts upon which a grievance is based, and the remedy requested by the employee. The Chief of Police shall meet with the employee and any representative in an effort to resolve the grievance. The meeting shall be informal and the discussion should focus on the issues raised by the grievance. The meeting shall be scheduled no more than fifteen (15) calendar days following receipt of the appeal unless deferred by the consent of both parties. The Chief of Police shall provide the employee with a written decision on the appeal within fifteen (15) calendar days after the meeting.

Step 4 – Appeal to City Manager. In the event the employee is dissatisfied with the decision of the Chief of Police, the employee may proceed to Step 4 by submitting a written appeal of the decision to the City Manager. The written appeal must be filed within seven (7) calendar days following receipt of the Police Chief's decision. The written appeal shall contain a complete statement of the matters at issue, the facts upon which the grievance is based, the decisions of the supervising Deputy Chief or Civilian Deputy Director and Chief of Police, and the remedy requested by the employee. The City Manager shall meet with the employee and his or her representative in an effort to resolve the grievance and to receive any additional information the employee or department may have relative to the matter. The meeting shall be scheduled no more than fifteen (15) calendar days following receipt of the appeal unless deferred by the consent of both parties. The City Manager shall provide the employee with a written decision within fifteen (15) calendar days after the meeting. The decision of the City Manager shall be final.

4. Association Grievance

A grievance affecting more than one NBPA member may be filed by NBPA on behalf of the affected employees with the Chief of Police. The

Association must present the grievance to the Chief of Police within thirty (30) calendar days after an Association Board member knew, or in the exercise of reasonable diligence should have known, the act or events upon which the grievance is based. This provision is the sole and exclusive method by which the Association may challenge a provision of this MOU. The grievance shall contain a complete statement of the matters at issue, the facts upon which the grievance is based, and the remedy requested by NBPA. The Chief of Police shall meet with NBPA representatives within fifteen (15) calendar days following receipt of the grievance and provide a written decision on the grievance within fifteen (15) calendar days after the meeting. In the event NBPA is dissatisfied with the decision of the Chief of Police, it may appeal to the City Manager by following the procedures outlined in Step 4 of the procedure applicable to individual employees.

In the event NBPA is dissatisfied with the decision of the City Manager, it may appeal the decision to the Civil Service Board by filing a written notice of appeal within fifteen (15) calendar days after receipt of the decision.

E. Pre-Hearing Briefs

Each party is entitled to the other party's pre-hearing brief, if any.

F. Use of Tobacco Products

All employees hired after January 1, 1999, shall not smoke or use any tobacco products at any time while on, or off duty. Employees shall be required to sign an agreement consistent with this section. Violation of this agreement will subject the employee to disciplinary action. Smoking an occasional celebration cigar (birth of a child, etc.) shall not be considered a violation of this policy.

G. Direct Deposit

All Unit employees shall participate in the City's Direct Deposit Program.

H. Contract Negotiations

The parties agree that, if either side requests to meet and confer in good faith for a successor MOU within 120 days of the expiration of the MOU, the parties agree to begin the negotiations with the mutual objective of reaching an agreement prior to the expiration of the term of the MOU.

I. Recoupment of Overpayments

Employees will be notified by Payroll or Human Resources prior to the recovery of overpayments on paychecks. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under

guidelines issued by the Finance Department or Human Resources. Such recovery shall not exceed 15% per month of disposable earnings, as defined by State law, except a mutually agreed upon accelerated payment plan for faster recovery.

Recoupments under this section shall be limited to forty-eight (48) months. However, nothing in this section is intended to preclude the City from seeking recoupment of overpayments due to fraud or other knowing concealment through any available legal forum.


J. Funeral Expenses

Consistent with California Labor Code Section 4701, if an employee covered by the MOU is killed in the line of duty, the City will reimburse the employee's designated beneficiary up to \$10,000 to offset reasonable burial expenses.

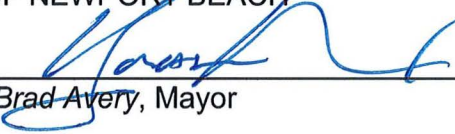
Signatures are on the next page.

Executed this 15 day of December, 2021.

NEWPORT BEACH POLICE ASSOCIATION

By: 
Mark Fasano, President

CITY OF NEWPORT BEACH

By: 
Brad Avery, Mayor

CITY OF NEWPORT BEACH
APPROVED AS TO FORM:

By: 
Charles Sakai, Special Counsel

ATTEST:

By: 
Leilani Brown
City Clerk



EXHIBIT A

CITY OF NEWPORT BEACH
POLICE ASSOCIATION

Represented Job Classifications of the Newport Beach Police Association

Animal Control Officer
Animal Control Officer, Senior
Civilian Custody Supervisor
Civilian Investigator
Civilian Supervisor
Crime Analyst, Senior
Crime Prevention Specialist
Crime Scene Investigator
Crime Scene Investigator, Senior
Custody Officer
Electronics Specialist
Emergency Services Coordinator
Emergency Services
Information Technology Coordinator
Police Computer Systems Manager
Police Community Services Officer
Police Community Services Officer, Senior
Police Dispatcher
Police Dispatcher, Senior
Police Fiscal Services/Facility Manager
Police Mechanic I
Police Mechanic II
Police Mechanic, Senior
Police Officer
Police Recruit
Rangemaster - Armorer
Station Officer

The Newport Beach Police Association
Represented Sworn Police Officers and Non-sworn Positions

MOU Term: July 1, 2021 to November 30, 2025
Effective July 3, 2021
 2.0% Adjustment

REPRESENTED CLASSIFICATIONS	HOURLY PAY RATE		MONTHLY PAY RATE	
	MIN	MAX	MIN	MAX
SWORN				
Police Officer	\$34.50	\$58.88	\$5,980	\$10,205
NON-SWORN				
Sr Crime Analyst	\$32.35	\$45.55	\$5,607	\$7,895
Crime Prevention Specialist	\$30.71	\$43.24	\$5,323	\$7,496
Custody Officer	\$28.18	\$39.66	\$4,884	\$6,874
Custody Supervisor	\$37.51	\$52.78	\$6,502	\$9,149
Electronic Specialist	\$36.17	\$50.90	\$6,269	\$8,822
Emergency Coordinator	\$37.41	\$52.60	\$6,484	\$9,118
Police Animal Control Officer	\$28.06	\$39.50	\$4,863	\$6,846
Sr Police Animal Control Officer	\$32.35	\$45.55	\$5,607	\$7,895
Police Computer Systems Mgr	\$53.12	\$74.74	\$9,208	\$12,955
Police Crime Scene Investigator	\$29.67	\$41.76	\$5,143	\$7,238
Sr Police Crime Scene Investigator	\$32.09	\$45.14	\$5,562	\$7,825
Police Community Services Officer	\$22.53	\$34.95	\$3,905	\$6,057
Sr Police Community Services Officer	\$28.73	\$40.42	\$4,979	\$7,006
Police Civilian Investigator	\$29.67	\$41.76	\$5,143	\$7,238
Police Civilian Supervisor	\$37.51	\$52.78	\$6,502	\$9,149
Police Dispatcher	\$28.72	\$40.41	\$4,977	\$7,005
Sr Police Dispatcher	\$33.02	\$46.46	\$5,724	\$8,053
Police Fiscal Services/Facility Manager	\$42.93	\$60.37	\$7,440	\$10,465
Police IT Analyst	\$37.58	\$52.86	\$6,513	\$9,162
Police IT Coordinator	\$44.00	\$61.91	\$7,626	\$10,731
Police Mechanic I	\$23.45	\$32.98	\$4,065	\$5,717
Police Mechanic II	\$27.16	\$38.22	\$4,707	\$6,626
Sr Police Mechanic	\$29.96	\$42.14	\$5,193	\$7,304
Police Recruit	\$31.24	-	\$5,415	-
Police Rangemaster	\$27.98	\$39.36	\$4,851	\$6,822
Police Station Officer	\$28.06	\$39.50	\$4,863	\$6,846

Hourly pay rates rounded to the nearest hundredths and monthly pay rates are rounded to nearest whole dollar.

The Newport Beach Police Association
Represented Sworn Police Officers and Non-sworn Positions

MOU Term: July 1, 2021 to November 30, 2025
Effective July 2, 2022
 2.0% Adjustment

REPRESENTED CLASSIFICATIONS	HOURLY PAY RATE		MONTHLY PAY RATE	
	MIN	MAX	MIN	MAX
SWORN				
Police Officer	\$35.19	\$60.05	\$6,100	\$10,409
NON-SWORN				
Sr Crime Analyst	\$32.99	\$46.46	\$5,719	\$8,053
Crime Prevention Specialist	\$31.33	\$44.11	\$5,430	\$7,646
Custody Officer	\$28.74	\$40.45	\$4,981	\$7,011
Custody Supervisor	\$38.26	\$53.84	\$6,632	\$9,332
Electronic Specialist	\$36.89	\$51.91	\$6,394	\$8,998
Emergency Coordinator	\$38.16	\$53.66	\$6,614	\$9,300
Police Animal Control Officer	\$28.62	\$40.29	\$4,961	\$6,983
Sr Police Animal Control Officer	\$32.99	\$46.46	\$5,719	\$8,053
Police Computer Systems Mgr	\$54.19	\$76.24	\$9,392	\$13,214
Police Crime Scene Investigator	\$30.26	\$42.59	\$5,246	\$7,383
Sr Police Crime Scene Investigator	\$32.73	\$46.05	\$5,674	\$7,981
Police Community Services Officer	\$22.98	\$35.64	\$3,983	\$6,178
Sr Police Community Services Officer	\$29.30	\$41.23	\$5,079	\$7,146
Police Civilian Investigator	\$30.26	\$42.59	\$5,246	\$7,383
Police Civilian Supervisor	\$38.26	\$53.84	\$6,632	\$9,332
Police Dispatcher	\$29.29	\$41.22	\$5,077	\$7,145
Sr Police Dispatcher	\$33.69	\$47.39	\$5,839	\$8,214
Police Fiscal Services/Facility Manager	\$43.78	\$61.58	\$7,589	\$10,674
Police IT Analyst	\$38.33	\$53.92	\$6,644	\$9,345
Police IT Coordinator	\$44.88	\$63.15	\$7,779	\$10,946
Police Mechanic I	\$23.92	\$33.64	\$4,146	\$5,831
Police Mechanic II	\$27.70	\$38.99	\$4,801	\$6,758
Sr Police Mechanic	\$30.56	\$42.98	\$5,297	\$7,450
Police Recruit	\$31.87	-	\$5,524	-
Police Rangemaster	\$28.54	\$40.15	\$4,948	\$6,959
Police Station Officer	\$28.62	\$40.29	\$4,961	\$6,983

Hourly pay rates rounded to the nearest hundredths and monthly pay rates are rounded to nearest whole dollar.

The Newport Beach Police Association
Represented Sworn Police Officers and Non-sworn Positions

MOU Term: July 1, 2021 to November 30, 2025

Effective July 15, 2023

2.0% Adjustment

REPRESENTED CLASSIFICATIONS	HOURLY PAY RATE		MONTHLY PAY RATE	
	MIN	MAX	MIN	MAX
SWORN				
Police Officer	\$35.89	\$61.25	\$6,222	\$10,617
NON-SWORN				
Sr Crime Analyst	\$33.65	\$47.39	\$5,833	\$8,214
Crime Prevention Specialist	\$31.95	\$44.99	\$5,538	\$7,798
Custody Officer	\$29.31	\$41.26	\$5,081	\$7,152
Custody Supervisor	\$39.03	\$54.92	\$6,765	\$9,519
Electronic Specialist	\$37.63	\$52.95	\$6,522	\$9,178
Emergency Coordinator	\$38.92	\$54.73	\$6,746	\$9,486
Police Animal Control Officer	\$29.19	\$41.09	\$5,060	\$7,123
Sr Police Animal Control Officer	\$33.65	\$47.39	\$5,833	\$8,214
Police Computer Systems Mgr	\$55.27	\$77.76	\$9,580	\$13,478
Police Crime Scene Investigator	\$30.87	\$43.45	\$5,351	\$7,531
Sr Police Crime Scene Investigator	\$33.39	\$46.97	\$5,787	\$8,141
Police Community Services Officer	\$23.44	\$36.36	\$4,063	\$6,302
Sr Police Community Services Officer	\$29.89	\$42.05	\$5,180	\$7,289
Police Civilian Investigator	\$30.87	\$43.45	\$5,351	\$7,531
Police Civilian Supervisor	\$39.03	\$54.92	\$6,765	\$9,519
Police Dispatcher	\$29.88	\$42.04	\$5,179	\$7,288
Sr Police Dispatcher	\$34.36	\$48.34	\$5,956	\$8,378
Police Fiscal Services/Facility Manager	\$44.66	\$62.81	\$7,741	\$10,887
Police IT Analyst	\$39.10	\$54.99	\$6,777	\$9,532
Police IT Coordinator	\$45.78	\$64.41	\$7,934	\$11,165
Police Mechanic I	\$24.40	\$34.31	\$4,229	\$5,948
Police Mechanic II	\$28.25	\$39.77	\$4,897	\$6,893
Sr Police Mechanic	\$31.17	\$43.84	\$5,402	\$7,599
Police Recruit	\$32.50	-	\$5,634	-
Police Rangemaster	\$29.11	\$40.95	\$5,047	\$7,098
Police Station Officer	\$29.19	\$41.09	\$5,060	\$7,123

Hourly pay rates rounded to the nearest hundredths and monthly pay rates are rounded to nearest whole dollar.

The Newport Beach Police Association
Represented Sworn Police Officers and Non-sworn Positions

MOU Term: July 1, 2021 to November 30, 2025

Effective July 13, 2024

2.0% Adjustment

REPRESENTED CLASSIFICATIONS	HOURLY PAY RATE		MONTHLY PAY RATE	
	MIN	MAX	MIN	MAX
SWORN				
Police Officer	\$36.61	\$62.48	\$6,346	\$10,830
NON-SWORN				
Sr Crime Analyst	\$34.33	\$48.33	\$5,950	\$8,378
Crime Prevention Specialist	\$32.59	\$45.89	\$5,649	\$7,954
Custody Officer	\$29.90	\$42.08	\$5,183	\$7,295
Custody Supervisor	\$39.81	\$56.02	\$6,900	\$9,709
Electronic Specialist	\$38.38	\$54.01	\$6,652	\$9,362
Emergency Coordinator	\$39.70	\$55.82	\$6,881	\$9,676
Police Animal Control Officer	\$29.78	\$41.92	\$5,161	\$7,265
Sr Police Animal Control Officer	\$34.33	\$48.33	\$5,950	\$8,378
Police Computer Systems Mgr	\$56.38	\$79.32	\$9,772	\$13,748
Police Crime Scene Investigator	\$31.49	\$44.31	\$5,458	\$7,681
Sr Police Crime Scene Investigator	\$34.06	\$47.91	\$5,903	\$8,304
Police Community Services Officer	\$23.91	\$37.08	\$4,144	\$6,428
Sr Police Community Services Officer	\$30.48	\$42.89	\$5,284	\$7,435
Police Civilian Investigator	\$31.49	\$44.31	\$5,458	\$7,681
Police Civilian Supervisor	\$39.81	\$56.02	\$6,900	\$9,709
Police Dispatcher	\$30.47	\$42.88	\$5,282	\$7,433
Sr Police Dispatcher	\$35.05	\$49.30	\$6,075	\$8,546
Police Fiscal Services/Facility Manager	\$45.55	\$64.07	\$7,896	\$11,105
Police IT Analyst	\$39.88	\$56.09	\$6,912	\$9,723
Police IT Coordinator	\$46.69	\$65.70	\$8,093	\$11,388
Police Mechanic I	\$24.89	\$35.00	\$4,314	\$6,067
Police Mechanic II	\$28.82	\$40.56	\$4,995	\$7,031
Sr Police Mechanic	\$31.79	\$44.72	\$5,511	\$7,751
Police Recruit	\$33.15	-	\$5,747	-
Police Rangemaster	\$29.70	\$41.77	\$5,147	\$7,240
Police Station Officer	\$29.78	\$41.92	\$5,161	\$7,265

Hourly pay rates rounded to the nearest hundredths and monthly pay rates are rounded to nearest whole dollar.