

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



July 1, 2022 through June 30, 2026

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

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

PREAMBLE

1. The Newport Beach Police Management Association ("NBPMA" 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 NBPMA 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's/Employee Labor Relations Resolution No.2001-50, the City acknowledges that NBPMA 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 the classification of Police Sergeant and Police Lieutenant

B. Term

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, 2022*. This MOU shall remain in full force and effect until *June 30, 2026*, 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.

C. Release Time

1. NBPMA members shall be allowed to participate in the following activities during scheduled working hours without loss of pay ("Release Time"):
 - a. Attendance at meetings, conferences, seminars or workshops related to matters within the scope of representation.
 - b. To prepare for, travel to, and attend scheduled meetings between the City and NBPMA during the meet and confer process.
 - c. To travel to and attend scheduled grievance and disciplinary hearings.
 - d. To meet, for up to one (1) hour, with their representative prior to a hearing described in (c) above.
2. City grants NBPMA one hundred (100) hours of Release Time per calendar year to engage in the activities described in subsection 1 (a). NBPMA may accumulate up to three hundred (300) hours of City-provided Release Time.
3. City grants NBPMA members the right to engage in the activities described in subsections 1 (b), (c), and (d) at any time without reduction to the Release Time granted in subsection 2
4. NBPMA shall designate certain members as those members entitled to Release Time. In no event shall any one designate be entitled to use more than one hundred (100) hours of Release Time (exclusive of actual time spent meeting with City representatives on matters relating to the scope of representation), within any calendar year. 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 per subsection 4(a). 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. Any NBPMA negotiating team member may request and shall (subject to the approval process above) be granted flex work hours on any scheduled workday 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.

D. Scope

1. The terms and conditions 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.
2. 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.
3. 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 Police 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 reached prior to the execution of this MOU and not set forth herein.

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 NBPMA business, meetings, or events. All materials posted on bulletin boards by the NBPMA shall indicate that the NBPMA 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, for the term of this MOU, 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 enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

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 or a successor resolution.

SECTION 2. - Compensation

A. Salary Adjustments – this MOU Period

Base salary increases for all NBPMA represented classifications shall be as follows and as specified in Exhibit A:

1. *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. 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, 2023, 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, 2024, 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, 2025, there shall be a base salary increase of two percent (2.0%) for all classifications in the bargaining unit.*

B. Code Seven/Duty Incentive 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.

C. Overtime

1. All employees in both classifications in the unit shall earn overtime. For Lieutenants, overtime is earned per this MOU For Sergeants who qualify for FLSA overtime they shall receive both FLSA (as specifically provided by the FLSA) and MOU overtime. The overtime compensation provided to all employees in the unit shall be at the rate of time and one half (1.5) *at the applicable (FLSA or MOU) rate of pay* for hours worked in excess of their regularly scheduled shift. Paid time off shall be considered time worked for MOU overtime calculation purposes. No individual rights under the FLSA are waived by this provision.
2. The rate at which Contract (i.e., MOU) Overtime is calculated shall not include the City's Cafeteria Plan Allowance, the opt-out Cafeteria Plan Allowance, or any cash back an employee may receive from the Cafeteria Plan Allowance as set forth in Section 4, by choosing benefits which cost less than the Allowance.
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 one hundred twenty (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. Overtime Compensation – Court

- a. Compensation - Employees shall receive either compensatory time (subject to the maximum accrual of 120 hours addressed in subsection C2 above) or paid time at their discretion.
- b. 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 (1.5) *at the MOU overtime rate of pay*.
- c. 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 *FLSA 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 his/her location to come 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.

- d. Cancellation – Off-duty employees whose court appearance is cancelled with less than twelve (12) hours notice shall receive a payment for one (1) *hour of straight time at the MOU overtime rate of pay*.
6. With the approval of the Division Commander, NBPMA members assigned to non-shift assignments may work certain holidays if they occur on regularly scheduled work days.
 7. 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.

D. Uniform Allowance

As permissible by law and 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, the City shall report *biweekly* the value of provided uniforms at One Thousand Three Hundred Fifty Dollars (\$1,350) per year, in accordance with *Ca/PERS* requirements. The parties agree the reported value of uniforms is intended to reflect clothing such as pants, shirts, jackets, and related attire and excludes health and safety related equipment.

Ca/PERS Reporting of Uniform Allowance - To the extent permitted by law, the City shall report to *Ca/PERS* the uniform allowance for each 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 *Ca/PERS*.

E. Scholastic Achievement Pay

Sworn NBPMA members are entitled to additional compensation contingent upon scholastic achievement ("Scholastic Achievement Pay").

Sworn NBPMA 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 NBPMA 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.

NBPMA members shall receive Scholastic Achievement Pay regardless of years of service and in accordance with the City's evaluation and approval process. The number of units and/or degrees received from an accredited college or other approved institution will be paid biweekly as follows:

| 60 Units | 90 Units | BA/BS | MA/MS/JD |
|----------|----------|-------|----------|
| 2% | 3% | 7% | 8.5% |

The pays are not cumulative. For example, if a member is receiving seven percent (7%) Scholastic Pay for a bachelor's degree and earns a master's degree, said member shall earn a total of eight- and one-half percent (8.5%) for the higher-level master's degree, not a total of fifteen and one-half percent (15.5%). Any unit members hired by the City on and after September 12, 2012 shall be ineligible for any Scholastic Achievement Pay based upon having obtained units only. Police Sergeants hired by the City before September 12, 2012 can qualify for the pay above for having obtained either 60 or 90 units. Police Lieutenants hired by the City before September 12, 2012 can qualify for the pay above for having obtained 90 units (but not 60 units).

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) and 571.1(b)(2), Educational Incentive Pay.

F. Special Leadership Compensation (SLC)

Effective the first pay period following July 1, 2022, individuals who have completed the California Post Supervisory Leadership Institute ("SLI"), Post Command College, the FBI National Academy or Executive Leadership Institute will receive biweekly payments of an additional two percent (2%) of base pay. Effective the first pay period following July 1, 2023, SLC will be increased to three percent (3%) of base pay. Effective the first pay period following July 1, 2024, SLC will be increased to four percent (4.0%) of base pay.

The parties agree that to the extent permitted by law, the Special Leadership Compensation in this section is special compensation and shall be reported to CalPERS as such pursuant to Title 2 CCR, Section 571(a)(2) and 571.1(b)(2) Educational Incentive Pay.

G. Longevity Pay

NBPMA members shall earn longevity pay based on the greater of their total continuous years of full-time service with the City of Newport Beach, or their total full-time employment as a sworn law enforcement officer, including up to a maximum of six (6) months' time employed as a police recruit or similar classification in a police training academy as follows and paid biweekly:

| | |
|--|-------|
| At least 12 years of service but less than 16 years of service | 0.75% |
| At least 16 years of service but less than 20 years of service | 1.50% |
| At least 20 years of service but less than 25 years of service | 2.25% |
| At least 25 years of service and more | 3.00% |

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) and Section 571.1(b)(1) Longevity Pay.

H. July 4th

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. All unit members who actually work July 4th will be compensated at *the FLSA rate, plus premium pay equal to half (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. Therefore, if an employee is required to work on July 4 and it is not his/her regular work day, the employee will be scheduled to be off on another day within the work period.

I. Bilingual Pay

Employees certified as bilingual (Spanish) shall be eligible to receive Two Hundred Dollars (\$200) 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) and 571.1(b)(3) Bilingual Premium.

J. Motorcycle Assignment

1. Employees assigned to work as motor officers are entitled to compensation for the *off-duty* maintenance and servicing of their motorcycles. 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 such duties. The FLSA also allows the Parties to agree on appropriate compensation for the performance of such off-duty

motorcycle duties. It is the intent of the Parties through this Subsection (J) to fully comply with the requirements of the FLSA and that such provisions do comply with the FLSA.

2. The Chief of Police, at his or her sole discretion, shall determine the number of unit positions assigned to motor officer duties. At any time this number may decrease or increase depending on the decision of the Chief of Police.
3. Employees assigned as motor officers shall receive an additional six (6) hours of straight time compensation per month, paid at one and one-half (1.5) times their *FLSA rate of pay*. This pay is compensation for the off-duty maintenance and servicing of the motorcycle. The Parties agree the additional compensation is for the performance of off-duty work and does not meet the definition of compensation earnable under Government Code Section 20636, and will therefore not be reported to CalPERS.

SECTION 3. - Leaves

A. Flex Leave

1. NBPMA 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, or their total full-time employment as a sworn law enforcement officer, including up to a maximum of six (6) months *of 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 and caps shall be:

| Years of Continuous Service | Accrual Per Pay Period | Maximum Accrual |
|-----------------------------|------------------------|-----------------|
| Less than 5 | 5.69 | 443.82 |
| 5 but less than 9 | 6.31 | 492.18 |
| 9 but less than 12 | 6.92 | 539.76 |
| 12 but less than 25 | 8.16 | 636.48 |
| 25 and over | 10.00 | 700.00 |

2. The Flex leave program shall be administered as follows:
 - a. NBPMA members shall accrue three (3) months (i.e. 36.99 hours) of flex leave (as provided in the chart in paragraph At above) 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 (3) 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 the City of Newport Beach Employee Policy Manual. Members entitled to use sick leave pursuant to 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. NBPMA members first hired by the City prior to July 1, 1996, 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 base hourly rate of pay*. Effective during the first pay period of January, 1998, NBPMA members who have not utilized at least eighty (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.

NBPMA members first hired, or rehired by the City subsequent to July 1, 1996, 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.

- d. 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.
- e. Members shall be paid for all accrued flex leave at their then current hourly rate of pay upon termination of the employment relationship.

B. Holiday Time

NBPMA members shall accrue holiday in lieu time at the rate of ninety-six (96) hours per fiscal year (July 1 through June 30th), and at the rate of three point seven (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) and Section 571.1(b)(4) Holiday Pay.

Option 2: Within sixty (60) days of NBPMA membership, NBPMA members may irrevocably elect to have all or any portion of the three point seven (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 CalPERS as special compensation.

C. Bereavement Leave

Bereavement Leave shall be defined as the necessary absence from duty by an employee because of the death or terminal illness in his/her immediate family. NBPMA members shall be entitled to forty (40) hours of bereavement leave per incident (terminal illness followed by death is considered one (1) 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, mother, stepfather, stepmother, brother, sister,

spouse/domestic partner, child, stepchild or grandparent, and the employee's spouse/domestic partner's father, mother, brother, sister, child or 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.

E. Scheduling of Medical Treatment for Industrial Injuries

1. 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.
2. 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.
3. 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.

F. Non-Accruing Leave Bank

Effective on July 1 of each year, employees in the unit shall receive a bank of thirty-three (33) hours of non-accruing leave to use within that fiscal year. The hours have no cash value and cannot be transferred to any other leave bank. Hours used are subject to supervisory approval and must be used within that fiscal year or be forfeited. Non-accruing leave cannot be carried into the next fiscal year.

Section 4. – Fringe Benefits

A. Health 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 BIC 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 June 30, 2026, 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. Subject to the terms and conditions below, for members employed in either this unit or the Newport Beach Police Association unit prior to December 18, 2021, any unused Cafeteria Plan funds shall be payable to the employee as taxable cash back. Employees shall be allowed to change coverages in accordance with plan rules and during regular open enrollment periods.*
- ii. Unit members whose actual start state in either this unit or the Newport Beach Police Association unit occurred prior to December 18, 2021, 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 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.*

- iii. *Newly appointed unit members whose actual start date in either this unit or the Newport Beach Police Association unit occurred on or after December 18, 2021, and who elect to opt out of medical coverage offered by the City because they have provided proof of MEC through another source (other an coverage in the individual market, whether or not obtained through Covered California) shall receive \$500 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 condition offer letter prior to adoption of this MOU which referenced the pre-existing “opt out” and cafeteria cash provisions.*

NBPMA 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.

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 or NBPMA until on or after December 18, 2021 - 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 December 18, 2021 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 December 18, 2021 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 BIC.

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 BIC.

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.

The City's obligation to establish a reimbursable account program is contingent upon the City incurring no cost or potential liability relative to the plan or its administration. City shall cooperate to the fullest extent of the law, provided, however, City may require the plan to contain provisions that authorize the administrator to pay allowable expenses only upon submittal of a demand from the City. Any "reduction" in salary pursuant to this Section and/or the Section 125 Plan established by the City, shall not affect any other provision of this MOU.

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 | \$15,000/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 post-tax deduction for this benefit. *The City will pay the full premium for this benefit effective the later of the first premium payment following the City Council adoption of this MOU, or the first premium payment after July 1, 2022.*

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. NBPMA members and their family members may access the EAP at no cost subject to provider guidelines.

D. Retirement Benefits

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, calculated on the basis of the highest consecutive 12-month period.

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, calculated on the basis of the highest consecutive 36 month period.

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, calculated on the basis of the highest consecutive 36-month period.

2. Other Contract Provisions

The City's contract with *Ca/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 California Government Code Section 20042.
- b. The Level 4 1959 Survivors Benefits.
- c. The *Ca/PERS* pre-retirement option settlement 2 death benefit (Section 21548) for miscellaneous and safety members.

3. Employee Contributions

Unit members shall contribute additional amounts toward the *Ca/PERS* retirement benefit, to the extent permissible by law, as set forth below. Employee retirement contributions that are in addition to the normal *Ca/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 provided under 414(h)(2).

Tiers I and II:

NBPMA Tier I and II members will contribute the full statutory member contribution, equal to 9% of pensionable compensation, plus an additional 5.6% of pensionable compensation toward retirement costs as permitted under Government Code §20516(f), for a total contribution of 14.6%.

Tier III:

In addition to the statutorily required 50% contribution of total normal costs ("member contribution rate"), Tier III members 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 14.6% of pensionable compensation.*

If in future fiscal years the member contribution rate for employees in Tier III shall become greater or less, *as determined by CalPERS valuations*, the additional contribution made by the employee under 20516(f) will be increased or decreased accordingly so that the total employee contribution *equals 14.6% of pensionable compensation. Provided however, that the employee contribution shall never fall below the statutorily required contribution.*

E. Retiree Medical Benefit

This is an Integral Part Trust (IPT) RHS Retiree Health Savings (RHS) plan (formerly the Medical Expense Reimbursement Program - "MERP"). Each member has an individual RHS account ("Account"), which accumulates based on the category they fall under. Funds from the Account may be used for eligible health care expenses after separation, retirement or a change in personnel status to a position that does not receive the RHS benefit. These changes in personnel status will activate the Account and allow funds to be withdrawn until the Account balance is depleted. Since the plan restricts all distributions to be spent for health insurance premiums and health care expenses, as defined by the Internal Revenue Code Publication 502, § 213(d) and the Plan document the contributions, fund investment earnings and benefit payments (when withdrawn from the Account) are not taxable when posted. Additionally, certain contributions may only be deposited upon retirement from the City. The categories are provided below.

1. Background

In 2005, the City and NBPMA 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 is ongoing for an extended period. During the transition, employees and (then) existing retirees were administratively classified into *different* categories. The benefit is structured differently for each of the categories. The categories are as follows:

a. Category 1 - *Employees who become eligible for the benefit after January 1, 2006. This may include new hires, rehires and part-time employees appointing to full-time status.*

b. Category 2 - *Employees who were active and enrolled in the previous defined benefit as of December 31, 2005, eligible for the new defined contribution program as of January 1, 2006 and whose age plus years of service as of January 1, 2006 was less than 46 for public safety employees.*

c. Category 3 - *Employees who were active and enrolled in the previous defined benefit as of December 31, 2005, eligible for the new defined contribution program as of January 1, 2006 and whose age plus years of service as of January 1, 2006 was 46 or greater for public safety employees.*

d. Category 4 – *Employees who had already retired from the City prior to January 1, 2006, and were participating in the previous medical program.*

2. Eligibility

All NBPMA members are eligible for the RHS benefit. However, if a member separates or changes positions to a bargaining unit which does not offer this benefit, the member is no longer eligible for any contributions to the plan and their Account will be activated for use and withdrawal of funds by the employee (or former employee). This means if a unit member subsequently reappoints to a position which offers the RHS benefit, they will be enrolled in "Category 1" and must re-vest in the program. Any remaining balance deposited during prior eligibility will remain in the Account.

Employees who become ineligible (no longer covered by a City employee association, union or plan offering the RHS benefit) before vesting forfeit the City's Part B contribution. Said employee will only receive Part A and Part C contributions. The only exception is an active employee who separates before vesting due to an approved

industrial disability. In such case, 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 Account at the time of separation.

3. Account Contributions

Account contributions are categorized as Part A, Part B and Part C.

Part A contributions are a mandatory, automatic 1% employee contribution deducted each pay period and deposited into the Account through payroll. Deductions begin the pay period in which the employee becomes eligible and are reported to CalPERS as pensionable.

Part B contributions require a five-year vesting period which begins when the employee becomes eligible for the RHS benefit. At the conclusion of the vesting period, the City will credit the first five years' worth of Part B contributions into the Account (interest does not accrue during that period and the contributions are calculated at \$2.50 per month for each year of the employee's full-time service plus age) and begin to contribute \$2.50 per month for each year of the employee's full-time service plus age (e.g. 30 years old and five years of service would be a factor of 35. $\$2.50 \times 35 = \87.50 per month). This factor is updated annually in the pay period including January 1. Part B contributions are not reported to CalPERS as pensionable.

The parties agree that the City's Part B contributions during active employment constitute the minimum CalPERS participating employer's contribution (i.e., the CalPERS statutory minimum amount) 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 employer contribution will be deducted from the employer's contribution to the retiree's account.

Part C contributions are determined by NBPMA election and deposited into the Account when flex leave hours are converted to taxable cash through leave cash-out or at the time of separation or status change. Spillover pay does not qualify for Part C contributions. Part C contributions are not reported to CalPERS as pensionable.

The Association determines the level of contribution for all unit members, subject to the following constraints. All employees within the Association must participate at the same level. The participation level shall be specified as a percentage of the flex leave

balance available in each employee's leave bank at the time of separation from the City, or status change, or as a percentage of the flex leave balance being cashed out.

For example, if the Association wishes to elect 30% Part C contributions, then each member leaving the City, or cashing out eligible leave at any other time, would have the cash equivalent of 30% of the amount that is cashed out deposited to their RHS Account on a pre-tax basis. The remaining 70% would be paid in cash as taxable income. Individual employees do not have the option to deviate from this breakout.

The Association may change the Part C contribution amount as part of a meet and confer process. 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.

The Association has decided to participate in Part C contributions at the level of zero percent (0%) flex leave.

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

4. Benefit

a. Category 1: Employees in this category make Part A and receive Part B contributions (subject to vesting) automatically each pay period through payroll deductions. Part C contributions are received through cash outs. No contributions are made to Category 1 participants after separation.

b. Category 2: Employees in this category make Part A and receive Part B contributions (subject to vesting) automatically each pay period through payroll deductions. Part C contributions are received through cash outs. No contributions are made to Category 2 participants after separation.

If a Category 2 participant retires from the City with a minimum of 5 consecutive years of full-time service, the City will contribute to the participant's Account a one-time contribution equal to \$100 per month for every month the participant contributed to the previous "defined benefit" plan up to a maximum of 15 years (180 months). This contribution is deposited into the Account at the time of retirement, and only if the employee retires from the City and becomes a CalPERS annuitant of the City of Newport Beach. No interest will be earned in the interim.

Category 2 participants with less than five years of continuous contributions into the prior defined benefit plan as of January 1, 2006: only the years of service after January 1, 2006 count towards Part B contributions upon vesting. Contributions in years before 2006 will be paid out as stated in the above paragraph.

c. Category 3: Employees in this category make Part A contributions automatically each pay period through payroll deductions. Category 3 participants do not receive any Part B contributions. Part C contributions are received through cash outs.

If an eligible Category 3 participant retires from the City of Newport Beach, the City will deposit \$400 per month into the Account upon retirement, up to a maximum of \$4,800 per year, less the CalPERS minimum required employer contribution as determined by CalPERS annually, which shall continue as long as the employee or surviving spouse/qualified dependent is still living. To offset this expense to the City, active Category 3 participants will contribute an additional \$100 per month to the plan until retirement. There is no cash out option for these funds and they cannot be spent in advance of receipt.

Category 3 participants 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 is deposited into the Account at the time of retirement, and only if the employee retires from the City. No interest will be earned in the interim. Contributions are contingent upon remaining a CalPERS annuitant of the City.

d. Category 4: For employees (retirees) in this category, there is no cost share requirement. The monthly City contribution of \$450 after retirement can be used for any IRS authorized purpose, not just City insurance premiums. The City will contribute Four Hundred and Fifty Dollars (\$450) per month to each account as long as the retiree or spouse remain living. For each retiree in this category, the NBPMA shall reimburse the City \$25 per month. Each quarter, the City will provide an invoice to the NBPMA for each retiree for the previous three months, for a total of Seventy-Five Dollars (\$75.00).

5. 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. 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 *they* may make contributions. The City shall contribute to each employee's deferred compensation account each pay period as follows:

1. 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 IRS Code section 457 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 457 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.

G. Tuition Reimbursement

NBPMA 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 One Thousand Four Hundred Dollars (\$1,400) per fiscal year.

H. 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 B. Officers who rank 1st Class, 2nd Class or 3rd Class as set forth in Exhibit B 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 regular status in their current Classification or any Classification within the Series, subject to the following:
 - i. Credit shall be given only for continuous service (as described in the next paragraph) subsequent to the most recent appointment to regular 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. In this bargaining unit, there is one "Series" made up of the two classifications represented by the Association - Police Sergeant, and Police Lieutenant.
- 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.

2. Procedures

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

- a. Employees within a Classification shall be laid off in inverse order of seniority;
- b. An employee subject to layoff in one (1) Classification shall have the right to Bump a less senior employee in a lower ranking Classification within the Series within the bargaining unit. 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.
- c. In the event two (2) 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 (1) 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 and holiday leave (if any).

4. Re-Employment

Regular and probationary employees who are laid off shall be placed on a Department re-employment list in reverse order of layoff. The re-employment list shall remain in effect until exhausted by removal of all names on the list. 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

Regular employees who are laid off shall, as of the date of layoff, receive one (1) 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. Schedule

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. Employees currently work either the 3/11. 42 or 4/10 work schedules. The Chief of Police shall have the right to alter the work schedule of any NBPMA member assigned to any multi-agency or regional task force.

If the City wants to utilize a work schedule other than the 4/10 or 3/11. 42 for this unit, it will notify the NBPMA and the parties shall promptly meet and confer, in good faith, regarding the appropriate work schedule(s) for NBPMA members.

2. The employees in the unit are subject to the twenty-eight (28) day FLSA work period pursuant to Section 29 U.S.C. 207(k) ("7k Exemption"), provided, however, the 7k Exemption shall not affect the City's obligation to pay overtime pursuant to provisions of this MOU.
3. Patrol Supervisor Pre-Briefing Time: The parties agree that the following procedures are consistent with good police practices, provide each NBPMA

member with ample time to perform all required duties, and comply with the Fair Labor Standards Act:

- a. All Patrol Supervisors are required to report to work fifteen (15) minutes early to prepare for briefing;
- b. The fifteen (15) minutes per shift which is paid to prepare for briefing will be paid as compensatory time off and credited to each employee's compensatory time off bank. The pre-briefing time worked shall be considered as hours worked for purposes of calculating FLSA overtime for Police Sergeants. For Police Lieutenants it is also considered hours worked.

C. Grievance Procedure

1. Definition

The term "grievance" means a dispute between NBPMA 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 NBPMA 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 (1) 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

a. Steps

Step 1 - An employee who files a grievance shall present it in writing to an Assistant Chief of Police within ten (10) working days after the employee knew, or in the exercise of reasonable diligence should have known, the act or events upon which the grievance is based. 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 Assistant Chief of Police will confer with the Human Resources Director regarding the grievance. The Assistant Chief of Police shall meet with the employee and any representative in an effort to resolve the grievance. The Assistant Chief of Police shall provide the employee with a written decision on the appeal within fifteen (15) calendar days after the meeting. Upon receipt of a decision from an Assistant Chief of Police Any employee not satisfied with the decision of his or her immediate supervisor may proceed to Step 2.

Step 2 -Appeal to Chief of Police. Any employee dissatisfied with the decision of an Assistant Chief of Police may proceed to Step 2 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 Assistant Chief of Police'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 3 – 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 3 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 captain 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.

The City and the grievant may agree to extend any of the timelines in the grievance procedure. Absent a mutual agreement between the City and the grievant to extend the timelines, if the City representative does not respond within the time lines set forth for a response at Steps 1 and 2 of the above grievance procedure, the grievant can move the grievance to the next step.

4. General Grievance

A grievance affecting more than one (1) NBPMA member may be filed by NBPMA on behalf of the affected employees with the Chief of Police. The Association must present the grievance to the Chief of Police within ten (10) working 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 NBPMA. The Chief of Police shall meet with NBPMA 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 NBPMA is dissatisfied with the decision of the Chief of Police, it may appeal to the City Manager by following the procedures outlined in Step 3 of the procedure applicable to individual employees set forth above.

In the event NBPMA 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.

D. Direct Deposit

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

E. Contract Negotiations

The parties agree that 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 negotiations with the mutual objective of reaching an agreement prior to the expiration of the term of the MOU.

F. 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.

G. 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 20 day of JUNE, 2022

NEWPORT BEACH POLICE MANAGEMENT ASSOCIATION

By: Eric Little
Eric Little, President

CITY OF NEWPORT BEACH

By: Kevin Muldoon
Kevin Muldoon, Mayor

CITY OF NEWPORT BEACH
APPROVED AS TO FORM

By: Charles Sakai
Charles Sakai, Special Counsel

ATTEST

By: Leilani Brown
Leilani Brown
City Clerk



Attachments: Exhibit "A" NBPMA Salary Schedules
Exhibit "B" NBPMA PFQ Qualifier

EXHIBIT A

NEWPORT BEACH POLICE MANAGEMENT ASSOCIATION

MOU Term: July 1, 2022 - June 30, 2026

2.0% Cost of Living Adjustment

Effective: July 2, 2022 (pay period following July 1)

| Represented Positions | Grade | Step | Hourly Rate | Monthly Rate | Annual Salary |
|------------------------------|--------------|-------------|--------------------|---------------------|----------------------|
| Police Lieutenant | 65 | 1 | \$ 60.04 | \$ 10,407 | \$ 124,887 |
| | | 2 | \$ 63.06 | \$ 10,930 | \$ 131,155 |
| | | 3 | \$ 66.20 | \$ 11,474 | \$ 137,692 |
| | | 4 | \$ 69.49 | \$ 12,046 | \$ 144,547 |
| | | 5 | \$ 72.98 | \$ 12,649 | \$ 151,794 |
| | | 6 | \$ 76.63 | \$ 13,282 | \$ 159,383 |
| | | 7 | \$ 80.46 | \$ 13,947 | \$ 167,365 |
| | | 8 | \$ 84.49 | \$ 14,645 | \$ 175,738 |
| Police Sergeant | 40 | 1 | \$ 51.08 | \$ 8,855 | \$ 106,256 |
| | | 2 | \$ 53.65 | \$ 9,299 | \$ 111,593 |
| | | 3 | \$ 56.35 | \$ 9,767 | \$ 117,200 |
| | | 4 | \$ 59.15 | \$ 10,252 | \$ 123,026 |
| | | 5 | \$ 62.10 | \$ 10,764 | \$ 129,172 |
| | | 6 | \$ 65.20 | \$ 11,301 | \$ 135,610 |
| | | 7 | \$ 68.47 | \$ 11,868 | \$ 142,417 |
| | | 8 | \$ 71.87 | \$ 12,458 | \$ 149,492 |

Hourly rates are rounded the nearest hundredth. Monthly and annual salary are rounded to the nearest whole dollar.

EXHIBIT A

NEWPORT BEACH POLICE MANAGEMENT ASSOCIATION

MOU Term: July 1, 2022 - June 30, 2026

2.0% Cost of Living Adjustment

Effective: July 15, 2023 (pay period following July 1)

| Represented Positions | Grade | Step | Hourly Rate | Monthly Rate | Annual Salary |
|------------------------------|--------------|-------------|--------------------|---------------------|----------------------|
| Police Lieutenant | 65 | 1 | \$ 61.24 | \$ 10,615 | \$ 127,385 |
| | | 2 | \$ 64.32 | \$ 11,148 | \$ 133,778 |
| | | 3 | \$ 67.52 | \$ 11,704 | \$ 140,446 |
| | | 4 | \$ 70.88 | \$ 12,286 | \$ 147,438 |
| | | 5 | \$ 74.44 | \$ 12,902 | \$ 154,830 |
| | | 6 | \$ 78.16 | \$ 13,548 | \$ 162,571 |
| | | 7 | \$ 82.07 | \$ 14,226 | \$ 170,712 |
| | | 8 | \$ 86.18 | \$ 14,938 | \$ 179,253 |
| Police Sergeant | 40 | 1 | \$ 52.11 | \$ 9,032 | \$ 108,381 |
| | | 2 | \$ 54.72 | \$ 9,485 | \$ 113,825 |
| | | 3 | \$ 57.47 | \$ 9,962 | \$ 119,544 |
| | | 4 | \$ 60.33 | \$ 10,457 | \$ 125,487 |
| | | 5 | \$ 63.34 | \$ 10,980 | \$ 131,755 |
| | | 6 | \$ 66.50 | \$ 11,527 | \$ 138,323 |
| | | 7 | \$ 69.84 | \$ 12,105 | \$ 145,265 |
| | | 8 | \$ 73.31 | \$ 12,707 | \$ 152,482 |

Hourly rates are rounded the nearest hundredth. Monthly and annual salary are rounded to the nearest whole dollar.

EXHIBIT A

NEWPORT BEACH POLICE MANAGEMENT ASSOCIATION

MOU Term: July 1, 2022 - June 30, 2026

2.0% Cost of Living Adjustment

Effective: July 13, 2024 (pay period following July 1)

| Represented Positions | Grade | Step | Hourly Rate | Monthly Rate | Annual Salary |
|------------------------------|--------------|-------------|--------------------|---------------------|----------------------|
| Police Lieutenant | 65 | 1 | \$ 62.47 | \$ 10,828 | \$ 129,933 |
| | | 2 | \$ 65.60 | \$ 11,371 | \$ 136,453 |
| | | 3 | \$ 68.87 | \$ 11,938 | \$ 143,254 |
| | | 4 | \$ 72.30 | \$ 12,532 | \$ 150,387 |
| | | 5 | \$ 75.93 | \$ 13,161 | \$ 157,926 |
| | | 6 | \$ 79.72 | \$ 13,819 | \$ 165,822 |
| | | 7 | \$ 83.71 | \$ 14,511 | \$ 174,127 |
| | | 8 | \$ 87.90 | \$ 15,236 | \$ 182,838 |
| Police Sergeant | 40 | 1 | \$ 53.15 | \$ 9,212 | \$ 110,549 |
| | | 2 | \$ 55.82 | \$ 9,675 | \$ 116,101 |
| | | 3 | \$ 58.62 | \$ 10,161 | \$ 121,935 |
| | | 4 | \$ 61.54 | \$ 10,666 | \$ 127,996 |
| | | 5 | \$ 64.61 | \$ 11,199 | \$ 134,390 |
| | | 6 | \$ 67.83 | \$ 11,757 | \$ 141,089 |
| | | 7 | \$ 71.24 | \$ 12,348 | \$ 148,170 |
| | | 8 | \$ 74.77 | \$ 12,961 | \$ 155,532 |

Hourly rates are rounded the nearest hundredth. Monthly and annual salary are rounded to the nearest whole dollar.

EXHIBIT A

NEWPORT BEACH POLICE MANAGEMENT ASSOCIATION

MOU Term: July 1, 2022 - June 30, 2026

2.0% Cost of Living Adjustment

Effective: July 12, 2025 (pay period following July 1)

| Represented Positions | Grade | Step | Hourly Rate | Monthly Rate | Annual Salary |
|-----------------------|-------|------|-------------|--------------|---------------|
| Police Lieutenant | 65 | 1 | \$ 63.72 | \$ 11,044 | \$ 132,531 |
| | | 2 | \$ 66.91 | \$ 11,599 | \$ 139,183 |
| | | 3 | \$ 70.25 | \$ 12,177 | \$ 146,119 |
| | | 4 | \$ 73.75 | \$ 12,783 | \$ 153,394 |
| | | 5 | \$ 77.44 | \$ 13,424 | \$ 161,085 |
| | | 6 | \$ 81.32 | \$ 14,095 | \$ 169,139 |
| | | 7 | \$ 85.39 | \$ 14,801 | \$ 177,609 |
| | | 8 | \$ 89.66 | \$ 15,541 | \$ 186,495 |
| Police Sergeant | 40 | 1 | \$ 54.21 | \$ 9,397 | \$ 112,760 |
| | | 2 | \$ 56.93 | \$ 9,869 | \$ 118,423 |
| | | 3 | \$ 59.79 | \$ 10,364 | \$ 124,373 |
| | | 4 | \$ 62.77 | \$ 10,880 | \$ 130,556 |
| | | 5 | \$ 65.90 | \$ 11,423 | \$ 137,078 |
| | | 6 | \$ 69.19 | \$ 11,993 | \$ 143,911 |
| | | 7 | \$ 72.66 | \$ 12,594 | \$ 151,134 |
| | | 8 | \$ 76.27 | \$ 13,220 | \$ 158,642 |

Hourly rates are rounded to the nearest hundredth. Monthly and annual salary are rounded to the nearest whole dollar.

EXHIBIT B

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 hours

2nd Class – 6 hours

3rd 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.

EXHIBIT B

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 |