CITY OF BALDWIN PARK

AND

BALDWIN PARK CLASSIFIED MANAGEMENT EMPLOYEES ASSOCIATION (CMEA)

MEMORANDUM OF UNDERSTANDING

JULY 1, 2014 THROUGH JUNE 30, 2017

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PREAMBLE

The City of Baldwin Park, a municipal corporation, and the Baldwin Park Classified Management Employees Association, a recognized employee organization, have been meeting and conferring in good faith consistent with Section 3500 et seq., of the Government Code and have reached agreement as a result of such meetings.

ARTICLE I SCOPE OF MEMORANDUM OF UNDERSTANDING

It is the intent and purpose of the Memorandum to set forth mutually beneficial working and economic relations between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstandings which may arise, and to set forth the total and complete understanding and agreement between the parties regarding wages, hours, and other terms and conditions of employment.

ARTICLE II PARTIES AND RECOGNITION

The Memorandum of Understanding is made and entered into between the Management representatives of the City of Baldwin Park, hereinafter referred to as the "City" and representatives of the Baldwin Park Classified Management Employees Association, hereinafter referred to as the "Association", a formally recognized exclusive representative of the general unit of City employees pursuant to the Meyers-Milias-Brown Act.

Section A. Appropriate Unit

The classifications covered by this unit are:

Assistant Accounting Manager
Building Official/ Plan Check Supervisor
Engineering Manager

Section B. Terms of Agreement

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and it is mutually agreed that this Memorandum of Understanding shall be effective upon ratification of the City Council and ending on June 30th, 2017.

Section C. Separability Provision

If any provision or the application of any provision of this agreement as implemented should be rendered or declared invalid by any final court action of competent jurisdiction, the remaining sections of this agreement shall remain in full force and effect for the duration of said agreement. In the event any section of this Memorandum is declared invalid, the City agrees to meet and confer with the Association regarding the impact or implementation of the court order.

Section D. No Strikeout/Lockout Clause

1. The Association, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action withholding or refusing to perform services.
2. Any employee who participates in any conduct prohibited in part 1 above may be subject to disciplinary action up to and including discharge.
3. The City agrees that it will not lock out any employee at any time.
4. In the event that anyone or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in part 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation if this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in part 1 above and return to work.

Section E. Non-Discrimination

The provisions of the Memorandum shall be applied equally to all employees without unlawful discrimination as to age, sex, marital status, race, color, ancestry, religious creed, national origin, political affiliation or (when the nature of work permits) physical handicap. Any violation of this by the recognized employee organization shall also be subject to immediate correction and possible loss of recognition.

All references to employees in this Memorandum designate both sexes, and whenever one gender is used it shall be construed to include both, where appropriate.

Section F. Full Understanding, Modification, and Waiver

It is intended that this agreement sets forth the full and entire understanding of the parties regarding matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are superseded or terminated in their entirety.

Except as specifically provided herein; it is agreed and understood that both parties voluntarily and unqualifiedly waives their right, and agree that the other party shall not be required to negotiate with respect to any subject or matter covered herein during the term of this agreement. Nothing contained herein shall preclude the parties from mutually agreeing to meet and confer.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term and or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE III ASSOCIATION RIGHTS

Section A. Agency Shop Agreement

The City and Association mutually understand and agree that in accordance with State of California law, per adoption of SB 739, and the Agency Shop election previously held, a simple majority of ballots cast by regular employees in classifications represented by the Association voted to be covered by an Agency Shop agreement. As a result of the Agency Shop election, as a condition of continued employment, this Agency Shop agreement hereby requires that all bargaining unit employees:

a) Elect to join the Association and pay Association dues
b) Pay an agency fee for representation
c) Or with a religious exemption, pay a fee equal to the agency fee to be donated to selected charities.

The following agency shop provision will be implemented, in conformity with California Government Code Section 3502.5 and applicable law.

Association Dues/Agency Fee Collection
During the term of this MOU, the City agrees to collect, through payroll deduction, Association dues, agency fees and religious exemption fees from all employees who have signed a written authorization and a copy of that authorization has been provided to the Human Resources Department. The City shall be held harmless by the Association in performing this responsibility.

New Hire Notification
All new hires in the Association shall be informed by the Human Resources Department, at the time of hire that an Agency Shop agreement is in effect for this classification.

Religious Exemption
Any employee who is a member of a bonafide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Those fees shall be remitted by the City, at the choice of the employee, to one of the following non-labor, non-religious charitable organizations: American Red Cross or United Way.

To qualify, the employee must provide the Association, with a copy to the City, a written statement of objection, along with verifiable evidence of membership in a religious body as described above. The City will implement the change in status within thirty (30) days unless notified by the Association that the requested exemption is not valid.

Leave without Pay/Temporary Assignment Out of Unit

Employees on an unpaid leave of absence or temporarily assigned out of the unit shall be excused from paying dues, agency shop fees, or charitable contributions

Indemnification
The Association agrees to fully indemnify, defend, and hold harmless, the City, its officers, employees, and agents against any claim, action, liability judgment or settlement as a result of implementing and maintaining the agency shop agreement.

Records
The Association shall keep an itemized record of its financial transactions and shall make a detailed written annual financial report available to the City and all the unit members. The Association certifies that is has adopted, implemented, and will maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the uses to which service fee funds are put in accordance with applicable law.

Section B. Association Representatives

1. The Association may designate one officer, board member and representative, who shall be permitted to assist bargaining unit members in the investigation, processing and presentation of grievances, disciplinary actions, the meet and confer process and all activity necessary to facilitate the efficient resolution of any labor-management dispute.

2. The Association shall notify the City in writing of the names of all board members, officers, and representatives who are authorized to represent the employees in the bargaining unit.

3. The City agrees to grant reasonable access to employee work locations of officially designated representatives for the purpose of processing grievances in accordance with this Memorandum of Understanding. Each representative, upon notification to his/her immediate supervisor, may be permitted to leave his/her regular work location during work hours, for reasonable periods of time to perform the following functions with pay:

    a. To represent to a supervisor, a request for a grievance which the representative has been requested by any employee, or group of employees, to present to such a supervisor.
    b. Investigate any request for adjustment of grievance in the representative's division, and present such request for adjustment to the supervisor of the employee who initiated the grievance request.
    c. Attend meetings with management when the representative's presence is necessary to present the grievance for adjustment.

4. No representative shall leave his/her job or area of assignment while his/her presence is necessary for the safe and effective operation of his/her job; the determination to be made by the representative's immediate supervisor or appointing authority.

5. Each representative shall report to his/her supervisor the time leaving his/her work location to perform such duties as set forth herein. The representative shall report to the supervisor immediately upon completion of these duties.

6. When the presence of a representative is desired by an employee, or group of employees, for the presentation, investigation, and/or adjustment of a grievance and/or dispute, the employee or group of employees shall make a request to their immediate supervisor. The supervisor shall arrange for a representative to be present as soon as possible, consistent with safe and efficient operating requirements.

7. Prior to entering any area in the fulfillment of their duties set forth herein, the representative shall notify the supervisor of that area of his/her presence and the reason for his/her business in that area.

8. The City agrees that the representative shall not be hindered, coerced, restrained or interfered with in the performance of their duties and responsibilities provided in the Memorandum of Understanding.

9. The Association and the employer agree hereto that each will cooperate with the other and reduce to a minimum the actual time spent by representatives in the performance of their duties under this Memorandum of Understanding.

ARTICLE IV MANAGEMENT RIGHTS

Section A. All management rights and functions, except those which are clearly and expressly limited in this Memorandum of Understanding, shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Manage the City
2. Schedule work hours
3. Establish, modify, or change work schedules or standards
4. Institute changes in procedures
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline, or discharge any employee
6. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing, or closing of facilities, departments, or subdivisions thereof.
7. Determine services to be rendered
8. Determine the layout of buildings and equipment and materials to be used therein
9. Determine processes, techniques, methods, and means of performing work
10. Determine the size and characteristics of the work force
11. Determine financial policy including accounting procedures
12. Determine the administrative organization of the system
13. Determine the selection, promotion, or transfer of employees
14. Determine the size and characteristics of the work force

15. Determine the allocation and assignment of work to employees
16. Determine policy affecting the selection of new employees
17. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required
18. Determine administration of discipline
19. Determine control and use of City property, materials and equipment
20. Schedule work periods and determine the number and duration of work periods
21. Establish, modify, eliminate or enforce rules and regulations
22. Place work with outside firms
23. Determine the kinds and numbers of personnel necessary
24. Determine the methods and means by which such operations are to be conducted
25. Require employees, where necessary, to take in-service training courses during work hours
26. Determine duties to be included in any job classification
27. Determine the necessity of overtime and the amount of overtime required
28. Take any necessary action to carry out the mission of the City in cases of an emergency
29. Prescribe a uniform dress to be worn by designated employees

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the City is not subject to the grievance provision unless any such dispute is otherwise grievable under another Article of this agreement.

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees in the bargaining unit, the City agrees to meet and confer with representatives of the Association, upon request by the Association, regarding the impact of the exercise of such rights, unless the mater of the exercise of such rights is provided for in this Memorandum of Understanding or in Personnel Rules and Salary Resolutions.

ARTICLE V COMPENSATION AND SALARIES

Section A. Retirement

Employees Hired Before January 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1. 2.7% @ 55 retirement formula (Government Code §21354.4);
2. Single highest year final compensation (Government Code §20042);
3. Military service credit as public service option (Government Code §21024);

4. 1959 Survivors Benefit Level I for which each employee contributes ninety-three cents ($.93) per pay period (Government Code §21571);
5. Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
6. 2% Annual Cost of Living Allowance (Government Code §21329);
7. The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV
8. $500 Retired Death Benefit

The City will pay 100% of the employer's contribution to the CalPERS retirement program and provide retirement benefits as currently specified under the City's contract with the California Public Employees' Retirement System.

Effective concurrent with Council Resolution of the meet and confer process and upon ratification of this agreement, all unit member agree to pay 8% of the Net Employee Rate (currently 12.598%) for the PERS retirement contribution. All employee funding of employee retirement contributions shall be pursuant to Government Code section 20691. The City agrees to provide a 5% equivalent offset for the employee contributions as outlined in Article V, Section B, provided that the effective date of the offset shall occur when CalPERS approves or implements the change in retirement cost-sharing. This offset shall not be subject to Y-Rating under Article VIII, Section G.

All such employee contributions shall be deposited in the member's retirement account.

<u>New CalPERS Members Hired On or After January 1, 2013</u>
The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:
1. 2% at 62 formula (Government Code §7522.20);
2. Three (3) year average final compensation period (Government Code §20037);
3. Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
4. Military Service Credit as Public Service (Government Code §21024)
5. 1959 Survivors Benefit Level I for which each employee contributes ninety-three cents ($.93) per pay period (Government Code §21571);
6. 2% Annual Cost of Living Allowance (Government Code §21329);
7. Employees will pay 50% of the normal cost, currently 6.25% member contribution to CalPERS;
8. The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV
9. $500 Retired Death Benefit

Section B. Salaries

The City adopted a Seven Step Compensation Plan (5% between steps), which is made a part hereof, and is on file with the Human Resources/ Risk Manager or their designated representative(s) in the Human Resources Department. Such Compensation

Plan may be amended or revised at the discretion of the City Council subject to the meet and confer process.

Effective concurrent with Council Resolution of the meet and confer process and upon ratification of this agreement, the City will provide for a 5% equivalent unadjusted base salary increase to the seven step compensation plan for the offset to the employee contribution to CalPERS as outlined in Article V, Section A.

In addition to the 5% equivalent offset base salary increase, the following unadjusted base salary increases shall be provided to all represented employees of this Association:

a) Retro-active to the first payroll period commencing on or after July 1, 2014 – 1%
b) Effective the first payroll period commencing on or after January 1, 2015 – 2%
c) Effective the first payroll period commencing on or after July 1, 2015 – 2%
d) Effective the first payroll period commencing on or after July 1, 2016 – 2%

Section C. Bilingual Pay

The City shall pay an additional $100.00 per month to a person who is capable of speaking reading and writing and/or interpreting the languages of Spanish, Chinese, Japanese, Vietnamese, Tagalog, and Sign Language. Determination of capability shall be made by qualifying tests established by the City. Re-testing of individuals will be required to determine bilingual capability in the above stated languages. Only those individuals who score at the level of "Good" or better will be eligible for bilingual pay.

Section D. Tuition Reimbursement

Section 2.8 of the City's Personnel Rules and Regulations shall be amended to provide that the tuition reimbursement described therein shall allow for reimbursement eligibility for full time employees who have passed original probation shall be in the amount not to exceed $1,500 per fiscal year.

Personnel Rules §2.8 shall be concurrently amended to provide that tuition reimbursement shall be allowed only for courses provided by an accredited college or university and in a field of study reasonably related to the employee's duties and which are deemed appropriate by the Executive Team.

Section E. Monthly Phone Allowance

Effective July 1, 2004 the City agrees to implement a monthly cellular telephone allowance of $40.00 per month.

ARTICLE VI BENEFITS

Section A. Health Benefits/Cafeteria Plan

Medical and Dental

The City will contribute to each employee in the bargaining group a sum not to exceed $950.00 per month towards benefits as detailed in this section.

The employee is required to maintain a minimum coverage for him/herself in a plan of their choice unless the employee can show proof that they have adequate health insurance coverage through another source. In instances where the employee's medical insurance premium is less than the City's monthly allowance, such employee will have an option to have the excess monies placed towards an existing benefit program. These options include:

1. Placement in a City provided health insurance plan for two (2) party or family coverage.
2. Placement in a City provided dental plan for self, two (2) party or family coverage
3. Placement spread over a combination of the options listed above.
4. Elect to receive any excess monies in cash, which will be considered as taxable income, or
5. Elect to place the excess cash monies in a City provided deferred compensation program.

Vision Plan Coverage

The City will provide a vision plan to all affected employees, and will contribute up to a maximum premium cost of $34.05 per month. Any premium increase in excess of $34.05 per month shall be absorbed by the employee.

Section B. Life Insurance

The City shall provide a $50,000 term life and AD&D insurance.

Section C. Short Term/Long Term Disability

The City will pay 100% of the employee premium towards a short-term and long-term disability program as provided by the City of Baldwin Park. The Plan provides benefits commencing on the 31st day of a non-work related injury or illness, and employees will be eligible to receive a maximum benefit of 66 2/3 of their current base salary up to a maximum of $5,000 per month.

Section D. Deferred Compensation

The City currently offers two (2) established deferred compensation providers to its employees. Deferred compensation is a voluntary program wherein employees may elect to allocate salary to the City's 457 plans on a pre-tax basis in accordance with the provisions of the plan. Effective upon ratification of this contract, the City shall contribute $100.00 per month into a City sponsored deferred compensation plan. Prior to any changes in the current program/providers, the City agrees to meet in good faith with the CMEA as part of the meet and confer process.

Section E. Child Care

The City's Before and After School Care (Latch Key) Program shall provide same privileges to employees as residents of Baldwin Park. Section 125 Plan is available for employee's use.

Section F. Retiree Health Care

Employees Hired Before July 1, 2015

For all employees hired prior to July 1, 2015, if upon retirement the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code section 22892. In addition, the City will also pay into the retiree's individual health reimbursement account, or similar reimbursement plan, an amount equal to the difference of the City's minimum employer contribution required by Government Code section 22892 and the premium cost for retiree-only coverage in the retiree's chosen medical plan

Employees Hired On or After July 1, 2015

For all employees hired on or after July 1, 2015, if upon retirement the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code section 22892. In addition, the City will make a contribution to the retiree's individual health reimbursement account, or similar reimbursement plan, based upon the employee's years of service to the City as follows:

6 to 10 full years of service:	20% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution paid to CalPERS
11 to 15 full years of service:	40% of the premium cost for retiree only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution paid to CalPERS
16 to 20 full years of service:	60% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution paid to CalPERS.
21 to 25 full years of service:	80% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution paid to CalPERS.
26 full years of service or more:	100% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution paid to CalPERS.

ARTICLE VI HOURS

Section A. Work Period

The work period for all employees within the bargaining group shall be seven (7) days in length commencing on Sunday, at 12:01a.m.

Section B. Hours of Work

Employees assigned to a 4/10 work week shall work Monday through Thursday 7:30a.m. to 6:00p.m.

Section C. Workday

Employees working the 4/10 shall have a standard workday consisting of ten and one-half (10 1/2) hours with nine hours and fifty minutes of work time and forty (40) minutes as a non-paid unrestricted meal period. Meal periods shall be in accordance with department administrative guidelines.

Employees working the 4/10 will be provided with two (2) ten (10) minute rest breaks during the day, one each approximately at the midpoint of each one-half workday. Rest time is not cumulative beyond the scheduled workday within which the break period occurs nor may it be used to extend lunch or shorten the workday.

Experimental Alternative Work Schedules
The City agrees to implement an experimental 4/10 plan for all employees assigned to City Hall.

The Association recognizes that the City may, at its sole discretion, end the 4/10 plan at any time. The termination of such 4/10 plan is not subject to the grievance process or any other administrative review. The Association recognizes that the 4/10 plan is not a vested right in any manner, and that the termination of such 4/10 plan is not subject to the grievance process or any other administrative review.

The parties have agreed that although the City shall have an unrestricted management right to terminate any of the work schedules described in the MOU, implementation of that management right shall result in the City engaging the meet and confer process as to the effects of exercising its management rights.

Section D. Administrative Leave

Effective July I, 2004 each employee shall receive a maximum of fifty (50) hours of administrative leave with pay each fiscal year, The use of such leave shall be at the reasonable discretion of the employee. Unused time at the end of each fiscal year, June 30, will be paid during the following month of July with said time being calculated at their then straight time hourly rate.

Section E. Holidays

The City shall observe the following holidays:

New Year's Day- January 1st
President's Day- The third Monday in February
Memorial Day- The last Monday in May
Independence Day- July 4th
Labor Day- The first Monday in September
Veteran's Day- November 11th
Thanksgiving Day- The fourth Thursday in November
The Friday following the fourth Thursday in November (5/40 & 9/80 schedules only)
Christmas Eve- December 24th
Christmas Day- December 25th

Employees assigned to a 4/10 Work Schedule
If any of the foregoing holidays falls on a Friday or a Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

On January 1 of each year, each affected employee will be credited with ten (10) hours of leave for observance of Martin Luther King Day and ten (10) hours leave, for a total of twenty (20) hours.

Section F. Holiday Bank

At the beginning of each calendar year, the City will determine how many of the above holidays fall on non-regularly scheduled work days, as determined by an employee's assigned work schedule. An employee will be credited with an equivalent number of hours of holiday time ("holiday bank").

The actual date for the use of such leave shall be subject to the approval of the employee's department head. For employees working a 4/10 work schedule this leave shall be used in increments of ten (10) hours. For employees working a 9/80 work schedule this leave shall be used in increments equivalent to the work day being requested for time off, i.e., a standard nine (9) hour work day or a "Friday" eight (8) hour work day.

However, upon implementation by the City of accounting procedures and methods whereby use of holiday leave in increments of one (1) hour or more can be reasonable documented, affected employees shall be provided the option of using holiday leave in such amounts of time. Although the City shall endeavor in good faith to institute such an accounting process, it shall remain in the sole discretion of the City to determine when such a modified accounting can be reasonable implemented.

Employees may accumulate up to a maximum of one hundred (100) hours of holiday

bank time.

Payout
If an employee, because of business necessity, is not able to utilize excess accrued holiday bank hours, upon written request to, and approval of the department head, an employee may be paid for any excess hours over their maximum holiday bank hours accrual. Each January 1, such excess hours will be removed from the employee's holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid no later than June 30 of the same year.

If an employee separates employment from the City, and has used holiday bank time prior to the occurrence of the actual holiday, he/she will have his/her vacation leave and/or final paycheck reduced to reflect the excess holiday bank time used.

If an employee separates employment from the City, and has not used any eligible accrued holiday bank time, he/she will be paid for such eligible holiday bank time at his/her straight time rate.

ARTICLE VII LEAVES

Section A. Sick Leave

Every full-time employee represented by this agreement shall accrue sick leave beginning the first full pay period of employment at the rate of 3.693 hours for each pay period of service completed with the City.

Incentive Program
Each eligible employee shall elect their maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hours accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible employee wishes to elect a maximum sick leave accrual level that is at a higher level than their closest currently accrued sick leave hours, they may do so. The maximum accrual elected by the eligible employee will be irrevocable.

Once the election is made by the employee, such excess hours will be removed from the employee's sick leave hours accrual, calculated at their then straight time hourly rate and placed into a sick leave hours bank to be paid 75% of the total value, with the timing and methods of payment to be determined by the City.

When an employee's service with the City is terminated for any reason, no compensation shall be paid for the unused sick leave hours accrual bank.

Section B. Vacation

Employees will be entitled to utilize accrued vacation leave after completion of six (6) months continuous employment with the City. Employees may be eligible to utilize accrued vacation leave at an earlier time, upon written request to and approval of their department head.

The times during which an employee may take his/her vacation leave shall be determined by the department head with due regard for the wishes of the employee and for the needs of the service.

Employees shall, each calendar year, be required to take a minimum of forty (40) consecutive hours vacation leave. In addition, an employee may, with approval of the department head use vacation leave in lesser increments during the calendar year.

Employees may accumulate up to a maximum of two (2) vacation periods in any one calendar year for the purpose of a vacation leave with approval of the department head. A vacation period is defined as the maximum amount of vacation leave accrued by an employee in any calendar year.

Effective July 3, 2005, the maximum accrual of vacation leave that may be accumulated shall be as follows:

1. Employees having less than five (5) years of employment (vacation accrual = 96 hours per year), the maximum amount of vacation that may be accumulated shall be 192 hours.

2. Employees having more than five (5) years but less than ten (10) years of employment (vacation accrual = 120 hours per year), the maximum amount of vacation that may be accumulated shall be 240 hours.

3. Employees having more than ten (10) years but less than fifteen (15) years of employment (vacation accrual = 144 hours per year), the maximum amount of vacation that may be accumulated shall be 288 hours.

4. Employees having more than fifteen (15) years but less than twenty (20) years of employment (vacation accrual = 168 hours per year), the maximum amount of vacation that may be accumulated shall be 336 hours.

5. Employees having more than twenty (20) years of employment (vacation accrual = 192 hours per year), the maximum amount of vacation that may be accumulated shall be 384 hours.

If an employee, because of business necessity, is not able to utilize excess accrued vacation hours, upon written request to, and approval of the department head, an employee will be given an extension in order to take his/her vacation. In cases where the employee forfeits vacation leave time at the request of the City, upon approval of the Chief Executive Officer or designated representative(s), said employee shall be compensated for forfeited vacation leave time at the employee's current rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his or her vacation or to avoid any conflicts.

Employees will be notified on a quarterly basis of their current and potential maximum vacation hours accrual for the calendar year to assist them in the reduction of excess accrued vacation hours.

In the event a legal holiday falls during a vacation leave, such holiday shall not be charged as vacation leave, and the vacation leave shall be extended or credited accordingly.

Employees who separate from the service of the City shall be eligible to receive compensation for all unused, accrued vacation leave.

Section C. Bereavement Leave

Each affected employee in the covered classifications shall receive the equivalent of their workweek per incident, as needed, because of a death in their immediate family.

Immediate family shall mean and include only:

Employee's: spouse, children, brothers, sisters, parents, grandparents, step-children, foster children, grandchildren, and State registered domestic partners.

Spouse's: Parents, and grandparents

Said time will not be cumulative from one twelve (12) month period to another nor will pay in lieu of unused leave for bereavement is provided.

Section D. Military Leave

An employee granted military leave pursuant to Section 11.6 of the Personnel Rules shall not be granted additional compensation when such leaves extends beyond the employee's regularly scheduled workweek.

Section E. Jury Duty

An employee granted jury duty leave pursuant to Section 11.7 of the Personnel Rules shall not be granted additional compensation when such leave extends beyond the employee's regularly scheduled workweek.

Section F. Training/Conference Leave

When an employee is scheduled to attend a conference or training program Monday through Friday, his/her work hours will be 8:00am to 5:00pm Monday through Friday so there is no issue that he/she is eligible for overtime while attending the conference or training.

Section G. Injury on Duty

Any employee who is injured within the scope of employment with the City will receive workers' compensation benefits as provided under the California Labor Code. While any employee is on an injury on duty (IOD) status, his/her work hours will be consistent with their regular scheduled work shift, so there will not be an issue or conflict regarding said employee's eligibility for overtime while receiving treatment or keeping doctor's appointments.

Industrial Injury Benefits
This language shall supersede the language in City Personnel Rule Section 11.5 which applies to Non-Sworn/Miscellaneous employees. Said Personnel Rule language is superseded by this MOU provision and the applicable Personnel Rule language is null and void.

Any non-sworn (non-peace officer) employee injured in the course and scope of employment and whose injuries are subject to the Workers' Compensation laws of the State of California, shall be eligible to receive only those benefits provided to non-sworn (non-peace officer) employees by the Workers' Compensation laws.

ARTICLE VIII POLICIES AND PROCEDURES

Section A. Written Warnings/Reprimands

Written warnings/reprimands issued pursuant to Section 14 of the Personnel Rules and Regulations shall not be subject to advisory arbitration. The final step of administrative appeal shall be the Executive Team. An employee shall have the right to attach a written rebuttal to any written warning/reprimand placed in his/her personnel file.

A written warning/reprimand may be removed from an employee's personnel file, upon written request to and written approval from their department head, if he/she has not been involved in any subsequent incidents that resulted in written corrective counseling or other management action for a period of five (5) years from the date the most recent notice was issued or management action taken.

Section B. Layoff Policy

The parties agree to continue the meet and confer process on the City's current Layoff Policy, contained in Section 13 of the Personnel Rules. Any language changes to the current Section will be submitted by the Association prior to the commencement of the meet and confer process.

Notwithstanding the language contained in Section 13 of the Personnel Rules, affected employees in the CMEA will be entitled to a minimum of three (3) months health, dental and vision benefits paid for by the City, if a layoff takes place.

Section C. Emergency Preparedness Policy

The parties agree to continue the meet and confer process on the "Emergency Preparedness Policy", including specifics as to when bargaining unit members should respond before or after their normal work shift.

Section D. Personnel Rules

During the term of this agreement, both parties agree to meet and confer on the content and implementation of new and/or revised Personnel Rules and Regulations as needed.

Section E. Labor/Management Committee

The City agrees to maintain a labor/management committee for discussion of general issues of mutual concern to the City and the Association.

Section F. Pre-Employment Drug and Alcohol Testing

The parties agree that all new hires, effective the date this agreement is signed, will be subject to pre-employment alcohol and drug testing. Employment will be contingent upon the results of this testing.

Section G. "Y" Rating

"Y" rate exists when an employee's salary is frozen at the present level until such time as subsequent general salary increases catch up with or exceed the employee's salary at the "Y" rate. An employee receiving "Y" rate shall remain at "step Y" until such time as the position is assigned to a salary range in which the last step is equivalent to or higher than the "step Y". Such employee shall not receive salary adjustments until such time as "Step Y" is equivalent or less than Step 7 of the salary range of the employee's position.

Section H. Salary Survey

The City and Association agree, during the term of this MOU, to collect and compile salary survey data on classifications represented by the Association with respect to agencies comparable to Baldwin Park.

ARTICLE IX GRIEVANCE PROCEDURE

Section A. Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of this City, are not within the scope of this procedure.

Section 15 of the Personnel Rules shall be modified by this agreement to provide the utilization of the grievance procedure for those employees who receive performance evaluations rated at the level of marginal and/or unsatisfactory. This amendment of Section 15 shall apply only to the members of the General Unit of Clerical Employees Association.

Section B. Procedure

Informal Resolution

Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without any subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervisor. Within fifteen (15) calendar days after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant' s immediate supervisor. The immediate supervisor shall respond, in writing, within (7) calendar days of the discussion with the grievant. If the immediate supervisor does not respond within such time lime the grievant shall be entitled to process the grievance to the next step.

If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) calendar days from the date of receiving the answer from his/her supervisor, request and be granted an interview with the division head, if one exists, in order to discuss the grievance. The Division Head shall schedule an interview within (5) calendar days of the grievant's request. After the interview, the Division Head shall respond, in writing, within seven (7) calendar days of the interview with the Grievant. If the Division Head does not respond within such time limit the grievant shall be entitled to process the grievance to the next step.

If the division head and employee cannot reach a solution to the grievance, the employee may, within seven (7) calendar days from the date of receiving the answer from the division manager, request, in writing, and be granted an interview with the appointing authority. The appointing authority, or its representative, shall schedule an interview within five (5) calendar days of the grievant's request.

The appointing authority shall render his/her decision in writing within fifteen (15) calendar days of receiving the appeal. If the appointing authority and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) calendar days from the date of the decision by the appointing authority, submit a written appeal to the Executive Team.

The Executive Team shall review the grievance and respond to the employee within twenty (20) calendar days of receiving the appeal. The response shall be in writing and will be considered an expression of management's viewpoint, and shall be the final administrative state of review.

If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the Executive Team fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted his/her administrative remedy.

The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review. Employees shall be assured freedom from reprisal for using the grievance procedure.

Standard Grievance Form

The City and the Association agree to create, prepare and implement a standard grievance form for use by all affected classifications represented by the Association.

Grievance Mediation

Either the employee or the Association may request the grievance be submitted to mediation prior to a decision being issued by the Executive Team. Upon request to mediate the grievance, the City shall make the formal, written request for a mediator from the California State Mediation and Conciliation Service. The choice of a mediator must be approved by both the Association and City before mediation may begin.

If the employee or the Association requests that the grievance be submitted to mediation prior to a decision being issued by the Executive Team, then the employee and/or Association shall pay any costs associated with the mediation.

If the grievance was mediated and resolved, the mediator shall be requested to provide a written summary of the outcome; a description of the dispute and the resolution reached by the parties.

If the grievance was mediated and not resolved, the mediator shall be requested to render a written, advisory opinion letter to the Association and City within 15 calendar days of the final mediation session. This opinion is non-binding and is intended to advise the Association and City of the mediator's recommendation to settle the grievance.

ARTICLE X AMERICAN'S WITH DISABILITIES ACT

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agreed that the provisions of this agreement may be set aside in order for the City to avoid discrimination relating to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

Prior to setting aside any provision of this agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to set aside the provision, and will allow the Association the opportunity to discuss options to setting aside of any provision.

ARTICLE XI DRUG AND ALCOHOL ABUSE POLICY

Section A. Purpose

It is the purpose of this policy to eliminate substance abuse and its effects in the workplace and to ensure that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

Section B. Policy

It is the City's policy that employees shall not be under the influence of or in possession of alcohol or drugs while on City property, at work locations, or while on duty; shall not utilize such substances when they have a reasonable expectation of call in for duty; shall not possess, provide or sell illegal drugs to any other employee or to any person while on duty; nor have their ability to work impaired as a result of the use of alcohol or drugs.

While use of medically prescribed medications and drugs is not per se a violation of this policy, the employee must notify his/her supervisor, before beginning work, when taking medications or drugs (including the possible effects of taking such medication and drugs) which could foreseeably interfere with the safe and effective performance of duties or operation of equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from their physician may be required.

The City is committed to providing reasonable opportunity for rehabilitation for those employees whose drug or alcohol problem classifies them handicapped under federal and/or state law. Persons whose use of drugs or alcohol prohibits them from performing the duties of their position, or whose use constitutes a direct threat to property or the safety of others, are not considered handicapped under federal or state law.

Section C. Application

This policy applies to all employees of the City of Baldwin Park. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

Employee Responsibilities
An employee must:

1. Refrain from the use of, or possession of, illegal drugs or narcotics while on duty;

2. Not report to work while his/her ability to perform job duties is impaired due to alcohol or drug use;

3. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or at any time while on City property;

4. Not directly or through a third party sell or provide illegal drugs to any person, including any employee, while either employee or both employees are on duty;

5. Notify his/her supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of equipment;

6. Report to their supervisor of any criminal drug statute conviction no later than five (5) days after such conviction;

7. Report to the supervisor when they have knowledge of objective evidence that other employees may be under the influence of drugs or alcohol or engaging in illegal drug related activities.

Employees who believe they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance through their medical plans or through other resources available in their community. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

Management Responsibilities

1. Managers and supervisors are responsible for reasonable enforcement of this policy.

2. Notify the affected contract/granting agency within ten (10) days after receiving notice of any conviction.

3. Prepare and distribute to all employees, a summary of available benefits through the various health plans. Information to be distributed through the Personnel Services office.

4. To treat any cases where rehabilitation is recommended or already underway as a medical situation, subject to current medical leave policies.

5. To maintain strict confidentiality on all matters arising under the provision of this policy. Medical information, if necessitated, will be maintained by Personnel Services in separate, secured files. Information will only be shared where there is a bona fide "need to know" by management in instances where referrals, rehabilitation, medical leaves, work accommodation, discipline or other employment related decisions are affected.

6. As with all policies and procedures, any incident or situation requiring management attention is expected to be given thorough and deliberate consideration before any final action is taken, especially in disciplinary cases. Decisions made on such cases under this policy will be subject to review by an individual's department head, and Personnel/Risk Manager.

ARTICLE XII SMOKE FREE WORKPLACE

Section 18, of the Personnel Rules and regulations, relating to smoking in the City workplace will be amended to read as follows:

Section A. Purpose

The purpose of this policy is to set forth City Council direction in regard to smoking by City employees in City facilities and to encourage non-smoking by City employees in the workplace. This policy is necessary because such smoking is recognized as a hazard to the health of smokers and non-smokers alike.

All employees must be aware of the provisions of City Council Ordinance No. 1232 which prohibits smoking by anyone in and around City-owned premises and public parks and other recreational facilities.

City owned premises is defined as a building or site owned and occupied, or leased and occupied, by the City of Baldwin Park for any municipal function, and includes the entire site of the City-owned premises and all structures thereon. City owned premises shall not include any public sidewalk adjacent to the sit of City-owned premises, nor any building owned in part by the Baldwin Park Redevelopment Agency which ios also partly owned by a private individuals or Owner Participation Agreement. City-owned premises include, but are not limited to, City Hall, the City Yard, and the site occupied by the City Housing Authority.

Public Park means any park, roadside rest, or other site designated by the City of Baldwin Park for any recreational purpose which is owned, managed or controlled by the City, and includes the entire site of the public park, all structures thereon, and any public sidewalk adjacent to that site. Public park includes, but is not limited to, the Julia McNeill Senior Center, the Esther Snyder Community Center, Morgan Park,

Barnes Park, Hilda Solis Park, Walnut Creek Nature Park, and the Baldwin Park Teen Center and Skate Park.

This policy governs all areas of city-owned buildings not considered to be public access areas and not therefore, governed by Ordinance No. 1232. These areas would include employee offices; rooms or hallways not normally open to the public, employee lounges, and kitchens, lunchrooms and employee break rooms, workstations, locker rooms, city vehicles and other common employee areas.

Smoke or Smoking is defined as the burning of any form of tobacco, in a pipe, cigar or cigarette or any other device used for the burning of tobacco or other similar combustible material, so that the person in possession thereof can inhale and exhale the smoke there from.

Policy (This policy will supersede the policy effective September 7, 1989)

Effective January 1, 1995, smoking in all areas of City-owned buildings and City-owned vehicles, is prohibited. Should any dispute arise from this policy, it shall be directed to the Executive Team.

Section B. Procedure

The Maintenance Division shall be responsible for posting and maintaining all signs in accordance with the standards approved by the Executive Team. Signs in private offices shall be the responsibility of the office occupant. "No smoking" signs shall be available from the Maintenance Division.

Those managers and supervisors closest to employee work sites are hereby charged with the implementation of and compliance with this policy. The Executive Team is ultimately responsible for such implementation and compliance.

The Human Resources Manager shall be responsible for updating this policy as necessary and communicating this policy to all employees.

No person shall discharge, discipline or in any manner retaliate against any employee because such employee exercises any rights afforded by this policy.

ARTICLE XIII LIMITED REOPENER

The purpose of this reopener shall be limited, except as provided below, to proposed modifications in existing MOU language. The reopener shall not result in any increase or decrease in compensation, but shall be utilized to address any MOU ambiguities and/or non-compensation related policies and procedures. Notwithstanding the above limitations to the subject matter of a reopener, a reopener may be requested where another City bargaining unit has had a Cost of Living Adjustment.

The City shall provide written notice to the Association of its intent to invoke this section, and a description of the precise language changes that are proposed. City-proposed

language changes shall not be implemented without completion of the meet and confer process and as appropriate, completion of any impasse-resolution procedures.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year noted.

CLASSIFIED MANAGEMENT EMPLOYEES' ASSOCIATION	CITY OF BALDWIN PARK
Rose Tam, Representative	Manuel Lozano, Mayor
7/28/15	Aug 5, 2015
Date	Date