

RESOLUTION NO. 2015-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BALDWIN PARK AND THE BALDWIN PARK POLICE MANAGEMENT EMPLOYEES ASSOCIATION PROVIDING FOR EMPLOYEES REPRESENTED BY THE BALDWIN PARK POLICE MANAGEMENT EMPLOYEES ASSOCIATION.

YEARS 2014- 2017

WHEREAS, the representatives of the City Council of the City of Baldwin Park have met and conferred with duly authorized representatives of the Baldwin Park Police Management Employees Association to make equitable adjustments to wages and other terms and conditions of employment, and

WHEREAS, a Memorandum of Understanding prepared by said representatives has been presented to the City Council for ratification, and

WHEREAS, a majority of the unit members from this group voted to approve the Memorandum of Understanding.

NOW, THEREFORE, the City Council of the City of Baldwin Park does hereby RESOLVE, DETERMINE AND ORDER as follows:

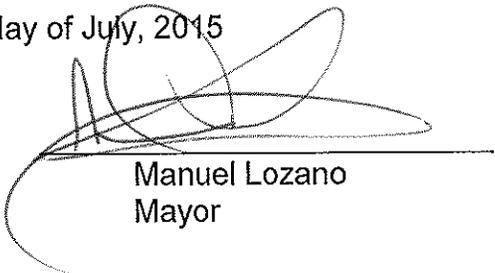
SECTION 1. That this City Council does hereby approve and authorize the City of Baldwin Park's Mayor to sign the "Memorandum of Understanding between the Baldwin Park Police Management Employees Association and the City of Baldwin Park" attached hereto as Exhibit A.

This Memorandum of Understanding abrogates and supersedes the Memorandum of Understanding effective for the prior from July 1, 2008 to June 30, 2010 dated October 15, 2008; and this MOU is applicable for the period from July 1, 2014 through June 30, 2017."

SECTION 2. Resolutions or portions thereof in conflict hereby are hereby repealed.

SECTION 3. That the City Clerk shall certify to the adoption of this Resolution and shall forward a certified copy hereof to each Department Head and the Human Resources Manager.

PASSED AND APPROVED this 15<sup>th</sup> day of July, 2015

  
Manuel Lozano  
Mayor

ATTEST:

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF BALDWIN PARK } ss.

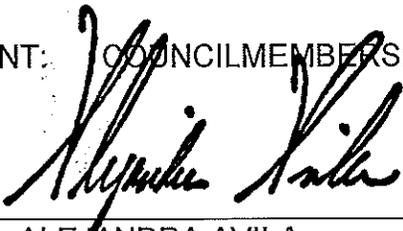
I, ALEJANDRA AVILA, City Clerk of the City of Baldwin Park, do hereby certify that the foregoing Resolution was duly and regularly approved and adopted by the City Council of the City of Baldwin Park at its regular meeting of the by the following vote:

AYES: COUNCIL MEMBERS: BACA, GARCIA, LOZANO, PACHECO, RUBIO

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:



---

ALEJANDRA AVILA  
CITY CLERK

EXHIBIT A  
CITY OF BALDWIN PARK  
MEMORANDUM OF UNDERSTANDING  
2015-2017  
BY AND BETWEEN  
THE BALDWIN PARK POLICE MANAGEMENT EMPLOYEES ASSOCIATION  
AND  
THE CITY OF BALDWIN PARK

Preamble

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

It is the intent and purpose of the Memorandum to set forth the total and complete understanding and agreement between the parties regarding wages, hours, and other terms and conditions of employment.

It is recognized the signatories to this Memorandum of Understanding and Agreement representing the City and the Association that they, in accordance with Section 3505.1 of the California Government Code, "...shall jointly prepare a written memorandum of such understanding which shall not be binding, and present it to the governing body or its statutory representative for determination".

## Section 1 - Rights and Recognition

### Recognition

In accordance with provisions of the Meyers-Milias-Brown Act of the State of California on provisions of the Employer-Employee Relations Resolution No. 96-51, the City acknowledges the Baldwin Park Police Management Employees Association as a recognized employee organization for the purpose of meeting and conferring regarding wages, hours and other terms and conditions of employment for those employees in certain specified classifications referred to in Section 5 of Resolution No. 96-51. The Police Management Employees Association is composed of the classified sworn employees in the positions of Police Captain and Police Lieutenant.

### Duration of Memorandum

The parties agree that the provisions contained herein shall be subject to all applicable laws and covers the period of July 1, 2014 through June 30, 2017, unless otherwise provided.

This Memorandum of Understanding abrogates and supersedes the Memorandum of Understanding effective for the prior from July 1, 2008 to June 30, 2010 dated October 15, 2008; and this MOU is applicable for the period from July 1, 2014 through June 30, 2017."

This Memorandum shall in all respects be subject and subordinate to the provisions of the Baldwin Park Municipal Code, and statutory provisions of the Federal Government and the State of California in effect at the time of the execution of this Memorandum.

### Scope

The scope of representation shall include all matters relating to wages, hours and other terms and conditions of employment, except however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order; which shall include but not be limited to the right of the City to: direct, supervise, hire, promote, suspend and retain employees; relieve employees from duties because of lack of work or funds, or under conditions where the employer determines continued work would be inefficient or non-productive; determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters; determine the methods, processes, means, job classifications, and personnel by which government operations are to be performed and conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and effectiveness of government of the City in situations of emergency; and take whatever other actions may be

necessary to carry out the wishes of the public not otherwise specified above or by collective agreement.

### 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.

Consistent with Section 3502 of the California Government Code, the parties adhere to the State law, which provides that:

Except as otherwise provided by Legislature, public employees shall have the right to form, join and participate in activities of employees organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Public employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the public agency. The City and the Association agree not to interfere with the aforesaid right.

### Full Understanding, Modifications, and Waiver

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

Except as specifically provided herein, it is agreed and understood that both parties voluntarily and unqualifiedly waive 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 or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

### No Strike; No Lock Out

The Association agrees that neither the employees it represents, or any person acting in concert with them, will cause, sanction, or take part in any strike, walkout, sitdown, slowdown, stoppage of work, picketing, retarding of work, abnormal absenteeism, withholding of services, or any other action against the City that would impede the proper functioning of the City government at any time.

Violation of any provision of this Section by the Association shall be cause for the City terminating this Agreement upon the giving of written notice to this effect to the President of the Association, in addition to whatever other remedies may be available to the City at law or in equity.

Violation of any of the provisions of this Section by any employee shall be just cause for the imposition of disciplinary action up to and including termination, in addition to whatever other remedies may be available to the City at law or in equity. No employee shall receive any portion of his regular salary or benefits while engaging in activity in violation of this Section. The City agrees that it will not lock out any employee at any time.

### Savings Clause

This Memorandum of Understanding is subject to all applicable Federal, State and City laws, ordinances, resolutions, and any lawful rules and regulations enacted by the City Council. If any part or provision(s) of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or City Laws, ordinances, resolution or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision(s) shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. The parties shall enter the Meet and Confer process immediately for the purpose of arriving at a mutually satisfactory replacement of such part or provision(s).

## **Section 2 - Direct Wage Payments**

Eligibility to receive any retroactive salary payment(s) or other retroactive compensation provided for in this Section 2 or in any section of this Memorandum of Understanding, shall be conditioned upon the affected unit member being employed by the City on the date that the retroactive payment is distributed. Said requirement is consistent with the agreement and understanding of the parties that any and all retroactive payments provided for herein are not intended as compensation for past services rendered.

### Adoption of a Seven Step Compensation Plan

Effective July 1, 2004 a Seven Step compensation Plan (5% between steps) shall be adopted by the City Council and made apart hereof, and will be on file with the Human Resources Manager or designated representative(s).

Employees who receive a minimum overall performance rating of Competent up to a maximum overall performance rating of Superior shall be eligible to receive a one (1) step advancement within their classification.

### Salary

The unadjusted (the salary rate set forth in the City salary matrices – the rates without adjustment for bonuses or any other benefits, including but not limited to City paid employee CalPers contributions) base salary rates for classifications designated as police management employees shall be increased as follows:

1% effective the first payroll period commencing on or after July 1, 2014

2% effective the first payroll period commencing on or after January 1, 2015

2% effective the first payroll period commencing on or after July 1, 2015

2% effective the first payroll period commencing on or after July 1, 2016

In addition, City shall increase each employee's salary on July 1, 2015 by an amount equal to 9% of the employee's base salary in order to offset each employee's 9% of base salary amount contributed to CalPERS ("CalPERS offset").

### Longevity Pay – Sworn Employees

Commencing June 30, 2017, City shall pay each sworn employee a monthly longevity payment based upon the employee's years of full time law enforcement service to the City in the amount that corresponds to the employee's years of full time service, as set forth below:

- a. 10-14 years of full time service shall entitle employee to \$158 per month; or
- b. 15- 19 years of full time service shall entitle employee to \$315 per month; or
- c. 20-24 years of full time service shall entitle employee to \$470 per month; or
- d. 25 or more years of full time service shall entitle employee to \$675 per month.

A sworn employee may earn longevity payment in the amount commensurate with the employee's completed years of full time service as set forth above provided that the employee shall not be entitled to collect more than one longevity payment at any one time.

An employee's longevity payment shall not increase the employee's unadjusted base salary. Instead the longevity payment will be added to the employee's unadjusted base salary after any percentage increase to the employee's unadjusted base salary including the one effective on July 1, 2016

### Section 3 - Insurances/Supplemental Wage Payments

#### Benefits Plan

The City will contribute a sum not to exceed for each employee towards benefits as detailed in this section.

July 4, 2004	\$700.00/month
January 2, 2005 through July 2, 2005	\$800.00/month
July 3, 2005 through July 1, 2006	\$900.00/month
July 2, 2006 through June 30, 2007	\$1,200.00/month

The employee is required to maintain a minimum coverage for him/herself in a plan of their choice unless the employee can show proof 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 contribution, such employee will have an option to have the excess monies placed toward 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.

#### Retiree Health Benefit Plan for Employees Hired Before July 1, 2015

The City Council shall adopt and file an appropriate resolution with the Board of Administration of the Public Employees Retirement System (CalPERS) whereby the City will elect to obtain a postretirement health benefit plan for employees who are members of this bargaining group before July 1, 2015 as the sole and exclusive health benefit plan for such employees who retire with the intent to provide coverage to said employees after the resolution is approved by CalPERS and a contract for a health benefit plan between the City and CalPERS is approved by the parties.

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.

Retiree Health Benefit Plan for Employees Hired On or After July 1, 2015

The City Council shall adopt and file an appropriate resolution with the Board of Administration of the Public Employees Retirement System (CalPERS) whereby the City will elect to obtain a postretirement health benefit plan for all employees who become members of this bargaining unit on or after July 1, 2015 as the sole and exclusive health benefit plan for such employees who retire, with the intent to provide coverage to said employees after the resolution is approved by CalPERS and a contract for a health benefit plan between the City and CalPERS.

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:

<u>Credited Years of Service</u>	<u>Percentage of Amount</u>
5 years or less:	0% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution to CalPERS
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 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 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 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 to CalPERS
26+ full years of service	100% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution to CalPERS

For employees that retire on Industrial Disability before age 57, the employee will be treated as having served for the number of years of his or her actual service to the City plus the number of additional years he or she would have served at age 57.

Vision Plan

The city will provide a vision plan to all affected employees, and will contribute up to a maximum premium cost of \$32.12 per month. If the premium exceeds this amount, then the employee shall be responsible to pay the difference in excess of \$32.12

Life Insurance

Effective January 1, 2009, the City will fund term life insurance in the face amount of \$50,000.

Dental Plan Enhancement

Effective June 1, 1993, the City will provide for the dental plan enhancement of orthodontics to the "Reimbursable Plan Choice" of the City's dual choice dental plan. The additional cost for this enhancement will be paid for by the City. Those affected individuals currently enrolled in the "Pre-paid Plan Choice" presently receive this benefit.

Long-Term Disability

The City will provide each employee with long-term disability insurance coverage as set forth in the plan on file in the Personnel Office. Effective June 1, 1993, affected employees will be eligible to receive benefits commencing on the 31st day of 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.

Retirement

The City will pay 100% of the employee's contribution to the CalPERS retirement program and provide retirement benefits at the 3% at 50 formula as currently specified under the City's contract with the California Public Employees' Retirement. All such employee contributions shall be deposited in the member's retirement accounts.

On July 1, 2015 City shall offset each employee's 9% of base salary amount that each employee pays as his or her CalPERS contribution by increasing each employee's base salary by an amount equal to each employee's 9% CalPERS contribution ("CalPERS offset") provided that the effective date of the offset shall occur when CalPERS approves or implements the offset.

Effective as soon as reasonably practical and consistent with CalPERS documentary requirements, the City shall amend its contract with CalPERS to provide for Level V of the 1959 Survivors' Benefit, conditioned upon said amendment resulting in no increased CalPERS City contribution rate or other CalPERS cost and no decrease in the City CalPERS account value.

Bilingual Pay

The City shall pay an additional one hundred (\$100.00) per month to a person who is capable of speaking, reading, writing and/or interpreting the languages of Spanish, Chinese, Japanese, Vietnamese, Tagalog, Signing, Armenian and Farsi. Determination of capability shall be made by qualifying tests established by the City.

Tuition Reimbursement

Effective July 1, 2004, the City agrees to reimburse Police Management members for educational expenses up to a maximum of \$3,000 per fiscal year. In order to qualify for the reimbursement said employee must attend a nationally accredited college or university and shall receive a "C" or better as a completion grade for the specific course. Employee will continue to process the tuition reimbursement as stated within the City's current policy. An employee shall be responsible to pay back the City if said employee separates from employment within two (2) years of receiving the reimbursement.

Educational Incentive

Each member who possesses any of the following degrees: Associate of Arts/Science, Bachelor of Arts/Science, Master of Arts/Science or Doctorate from a nationally accredited college or university shall be eligible to receive the following compensation:

Associate of Arts/Science	2% increase to base salary
Bachelor of Arts/Science	8% increase to base salary
Masters of Arts/Science	10% increase to base salary
Doctorate	12% increase to base salary

Educational Payment – Sworn Personnel

Effective upon ratification of agreement, City shall pay each sworn employee in PMA bargaining group a monthly POST Certificate payment based upon the employee's receipt of the following POST Certificates as set forth below:

- a. \$200 monthly for a Management POST Certificate

**Section 4 - Attendance and Leaves**

Sick Leave

Sick leave shall accrue at the rate of 3.6923 hours on a biweekly basis and shall be debited on an hourly basis.

Effective September 7, 1994, each eligible affected 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 affected employee wishes to elect a maximum sick leave accrual level that is at a higher level than their currently accrued sick leave hours, they may do so. The maximum accrual elected by the affected 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 at no less than 50% of the total value nor more than 75% of the total value, with the timing and method 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 unused sick leave.

#### Annual Sick Leave Incentive

Sick leave shall accrue on a biweekly hourly basis and shall be debited on an hourly usage basis. Each January 1, eligible employees will commence to accrue sick leave hours above their prior elected sick leave hours bank (300, 600 or 900). At the close of the calendar year, each eligible employee will receive 50% of the unused portion of sick leave hours as compensation, calculated at their then straight time hourly rate. Payment will be made at the next closest pay period.

#### Bereavement Leave

Each classification represented by the Association shall receive the equivalent of three (3) working days per incident, as needed, for a death in their immediate family. Immediate family shall mean and include only the employee's spouse, children, step-children, parents, brothers, grandparents, State Registered Domestic Partner, spouse's parents, and spouse's grandparents. Said time will not be cumulative from one twelve month period to another nor will pay in lieu of unused leave for bereavement is provided.

#### Vacation Leave

The general policy and accrual levels of vacation will be set forth in Section 11.3 of the Personnel Rules.

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.

### Administrative Leave

Each employee in the position of Police Captain shall receive a maximum of forty (40) hours of administrative leave with pay each fiscal year. The use of such leave shall be at the reasonable discretion of the employee's department head.

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.

### Holidays

For employees working a 4/10 plan or a 3/12 plan, the following days shall be observed as holidays:

January 1st; the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; December 24th; December 25th and such other days as may be designed as holidays by motion of the City Council.

If any of the foregoing holidays fall 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.

### Floating Holidays

1. Employees working a 3/12 plan will receive one (1) twelve (12) hour day of floating leave, for a total of 12 hours.
2. Employees working a 4/10 plan will receive two (2) ten (10) hour days of floating leave, for a total of 20 hours.

### Holiday Bank

#### Shift Employees

Employees assigned to shifts other than normal business hours, shall have the option of receiving the holiday hours worked as cash payment at their straight time rate for each holiday as it occurs, other than floating holiday time, or may elect to bank the holiday hours as the holiday occurs, other than floating holiday time.

The times during which an employee may take his/her holiday bank hours shall be approved by the department head with due regard for the wishes of the employee and for the needs of the service. This holiday bank leave shall be used in the increment of the employees assigned work schedule, e.g., 8, 9, 10 or 12 hours. Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time. 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 reasonably 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 the sole discretion of the City to determine when such a modified accounting process can be reasonably implemented.

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 will 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 not later than June 30 of the same year.

Employees who separate from the service of the City shall be eligible to receive compensation for all unused, accrued holiday bank hours at his/her straight time rate.

#### Non-shift Employees

At the beginning of each calendar year, the City will determine how many of the set holidays fall on a Friday and/or Saturday. An employee will be credited with an equivalent number of hours of holiday time ("holiday bank"). Each affected employee will also be credited with the above floating holidays. The actual date for the use of such leave shall be subject to the approval of the employee's appointing authority. This holiday bank leave shall be used in the increment of the employees assigned work schedule, e.g., 8, 9, 10 or 12 hours. Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time.

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 will 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 not 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 bank, administrative 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.

Military Leave

An employee granted military leave pursuant to Section 11.6 of the Personnel Rules shall not be granted additional compensation when such leave extends beyond the employees regularly scheduled four (4) workdays per week to his/her "Friday" day off.

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 employees regularly scheduled four (4) days per week to his/her "Friday" day off.

Training/Conference Leave

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

Injury on Duty

While any employee is on injury on duty status, his/her work hours will be 8:00 a.m. to 5:00 p.m., Monday through Friday, so there is no issue that he/she is eligible for additional compensation while receiving treatment or keeping doctor's appointments.

**Section 5 - Work Schedules**

Experimental 4/10 Plan

The City agreed to implement an experimental 4/10 plan for all affected employees in the Police Department effective August 2, 1993. 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 meet and confer process or meet and consult process.

3/12 Work Schedule

The 3/12 work schedule for Patrol Lieutenants was approved for implementation to take place January 7, 1996. Detailed scheduling and department procedures relating to this work schedule will be resolved by the operations division commander after implementation.

### Workday

Police Captains assigned to City Hall, shall have a standard workday consisting of ten and one-half (10 1/2) hours, nine hours and fifty minutes (9:50) of work time and forty (40) minutes as a non-paid unrestricted meal period. Meal periods shall be in accordance with department administrative guidelines.

Patrol Lieutenants shall have a standard workday consistent with other patrol officers working on the 3/12 program, which will include a paid restricted meal period of one-half (1/2) hour. Meal periods shall be in accordance with department administrative guidelines.

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

### Hours of Work

Police Captains assigned to City Hall, shall work Monday through Thursday, 7:30 a.m. to 6:00 p.m.

Patrol Lieutenants shall work their assigned shifts as scheduled.

The Police Lieutenant assigned to Investigations shall work four (4) days per week, 7:00 a.m. to 5:30 p.m.

## **Section 6 - Overtime**

### Overtime

Police Captains shall not be eligible for overtime compensation in any form.

### Police Lieutenants Overtime Authorization (All References in this particular Overtime Authorization Section are as to Police Lieutenants)

All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized.

An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.

Employees are cautioned not to spend excessive amounts of time at their workstation before or after their normal work period or during their meal breaks. Meal breaks should be

taken away from the employee's workstation. This incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained.

#### Clothes Changing

Except as provided below, employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on-duty. Each employee is provided with a locker for their own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at their own discretion.

Nothing herein prevents a sworn employee from wearing their uniform to and/or from their residence to and/or from work as long as the badge and insignia are covered by a non-police issue garment such as a windbreaker. Employees choosing to wear their uniforms covered to and/or from work should not wear their "Sam-Browne" belt. Time spent in changing clothes before or after a shift is not considered hours worked and is not compensable in any manner whatsoever.

#### Shift Trades

The practice of shift trading shall be voluntary on behalf of each employee involved in the trade. The trade must be due to the employee's desire or need to attend to a personal matter and not due to the department's operations. The employee providing the trade shall not have their compensable hours increased as a result of the trade; nor shall the employee receiving the trade have their compensable hours decreased as a result of the trade. Any hours worked beyond the normal workday will be credited to the individual actually doing the work.

"Payback" of shift trades are the obligation of the two employees involved in the trade. Payback are to be completed within twelve (12) months of the date of the initial shift trade. Any dispute as to payback is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

A record of all initial shift trades and payback shall be maintained by the involved employees on forms provided by the department ("Shift Trade Log").

If one individual fails to appear for the other (regardless of the reason), the person who agreed to the shift trade is the newly scheduled officer and will be held responsible for that shift period. That person will be listed as absent without leave and may be subject to disciplinary action.

#### Early Relief Policy

The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have their compensable hours

increased as a result of the early relief. "Payback" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

#### Firearms Qualification

All members of the department are required to qualify and receive remedial training while on duty. Employees who choose to shoot at the range at times other than the required qualification dates will be considered to be on personal time. Such time is not counted as working time and is not compensable in any manner whatsoever.

#### City Vehicle Use

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.

This provision also applies in those situations where the radio must be left on and monitored.

#### Gym Facility

The City provides a gym facility for the voluntary use of employees during their off duty hours. Time spent by employees in working out at the gym facility is not considered hours worked and will not be compensated in any manner.

#### Call Back Pay

Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from their prior shift or is working prior to their regularly scheduled shift. An employee called back to duty shall be credited with a minimum of two (2) hours work commencing when they report to duty. Any hours worked in excess of two (2) hours shall be credited on an hour for hour basis for actual time worked. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

Call back duty hours will be compensated at time and one-half rate irrespective of the total paid leave exclusions for the work period.

This provision is to be distinguished from "Court Pay" which is to be used when an employee is called back to court.

### Court Pay

When an employee is physically called to court for appearances, he/she shall be credited with a minimum of four (4) hours work commencing when he/she reports to court. Any hours worked in excess of four (4) hours shall be credited on an hour for hour basis for actual time spent in court. Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever.

Court pay will be compensated at time and one-half rate, irrespective of the total paid leave exclusion for the work period.

### Court Standby

Court Standby time is not considered hours worked under the Fair Labor Standards Act. However, in recognition of the City's past practice, the employee will continue to receive credit for two (2) hours in the a.m. and two (2) hours in the p.m., provided that the employee is not actually required to be present in the court buildings.

Court standby will be paid only for an employee's assigned regular days off, that fall Monday - Friday.

### Training Time

Attendance at training schools/facilities (including the academy), which improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus or to barracks 24 hours a day.

Travel time to and from the training facility outside of an employee's normal work shift is not compensable hours of work.

Mandatory training as required by the Department and/or P.O.S.T. is compensable for actual time spent in training.

### Work Period

The work period for the covered classification of Police Lieutenant within the bargaining group shall be seven (7) days in length.

### Overtime Compensation

For purposes of calculating overtime, all Police Lieutenants required to work in excess of the standard work period of forty (40) hours in a seven (7) day cycle shall receive compensation at the rate of time and one-half their regular rate of pay.

### MOU Overtime

Effective November 1, 2004, in addition to regular overtime a Police Lieutenant will be entitled to MOU Overtime as follows:

A Police Lieutenant that is taking a vacation, Holiday Bank and/or compensatory leave during their regular scheduled work week and is called into work on an overtime assignment or is required to work past their regular shift will be compensated at one and one-half (1.5) times the employee's regular rate of pay.

A Police Lieutenant that is required to work on any City recognized Holiday will be compensated at the regular rate of pay and will also receive either twelve (12) hours of Holiday Bank time or twelve (12) hours of paid straight time at the employee's regular rate of pay. The employee may elect to choose whether he/she receives the twelve (12) hours of Holiday Bank time or twelve (12) hours of straight time at the regular rate of pay.

An employee who is called into work outside of the employee's regular shift and that day happens to fall on a City recognized Holiday said employee will be compensated at one and one (1.5) times the employee's regular rate of pay.

### Paid Leave Exclusions

In determining a Police Lieutenant's eligibility for overtime compensation in a work period, paid leaves of absences and unpaid leaves of absences shall be excluded from the total hours worked. To the extent authorized by law, paid leave of absences which shall be excluded include:

1. Sick Leave
2. 4850 Time Leave
3. Jury Duty
4. Administrative Leave
5. Bereavement Leave
6. Military Leave
7. Workers Compensation Leave (IOD)

### Compensatory Time

In lieu of receiving cash payment for hours worked in excess of forty (40) hours during the seven (7) day work period, a Police Lieutenant may elect the option of earning compensatory time, and shall have a cap of one hundred fifty (150) hours placed on the accrual of compensatory time off.

The time during which an employee may take their compensatory time shall be approved by the department head with due regard for the wishes of the employee and for the needs of the service. Should this provision be found invalid by an arbitrator, court of competent jurisdiction or the Department of Labor, the accrual of the compensatory time shall cease and all accrued compensatory time shall be paid at the employee's current straight time rate.

On or before December 31 of each year, an employee shall reduce their accrued compensatory time bank to forty (40) hours or less. Any time in excess of forty (40) hours shall be paid at the employee's current straight time rate unless advance, written approval of the employee's department head and the Executive Team is obtained to carry over all or part of the excess of forty (40) hours.

Upon separation from City service, an employee shall be compensated for all accrued compensatory time of eighty (80) hours or less at their straight time hourly base rate.

### New Fair Labor Standards Act Regulations

The City agrees that in the event the Department of Labor issues new or revised interpretative regulations defining what is and what is not compensable hours of work, the City shall amend any affected provisions of this language to comply with such regulations. The Association recognizes that there will be no retroactive application of such regulations under this Memorandum of Understanding unless so provided by the regulations or courts.

## **Section 7 - Policies and Procedures**

### Pay Periods

The pay periods and times of delivery of payroll checks for all employees shall be set by the Executive Team.

### Payroll Deductions and Dues

The City may deduct regular dues of employee members of the recognized employee organization. Dues deduction shall be made only on the written authorization of the employee. Dues deduction authorization may be canceled and the dues deduction

discontinued at any time by the employee upon voluntary written notice to the Personnel Services Division.

#### Uniforms – Lieutenants and Captains

Effective July 1, 2015 the City will provide \$900.00 per year for eligible employees by adding this amount to each employee's paycheck but will not increase the employee's base salary. The City shall continue to provide new employees with two (2) complete uniforms (excluding shoes) upon commencing employment with the City.

Employees shall be responsible for the replacement of uniforms due to normal wear and tear. If an employee's uniform is damaged during the execution of their duties said employee will document in a police report or inter-office memorandum the circumstances surrounding the damage. The City shall provide the employee with a replacement uniform equivalent to the one that was damaged.

Effective July 4, 1993, sworn personnel will have the option of selecting a light duty jacket or heavy-duty jacket as part of their uniform.

#### Disciplinary Appeal Procedures

Classifications represented by the Association will be subject to the disciplinary procedures as set forth in Section 14 of the Personnel Rules.

#### 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 by the City.

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 provisions.

### Alcohol and Drug Abuse Policy

#### 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.

#### Policy

It is the City's policy that employees shall not be under the influence of or in unlawful possession of alcohol or illegal drugs while on city property, at work locations, or while on duty; shall not utilize such substances when they are assigned to be on call 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 illegal 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 medication or drugs (including the possible effects of taking such medication or drugs) which the employee believes may 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.

#### 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 unlawful possession of, illegal drugs or narcotics while on duty;
2. Not report to work while his/her ability to perform 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 anytime while on city property, unless authorized by the Police Department;
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 the employee believes 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.

Notwithstanding the above language, Section 3.01(B) of the Baldwin Park Police Manual will be taken into consideration for all sworn employees of the Police Department.

#### 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.
6. 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.
7. 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.

### Smoke Free Workplace

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

#### 18.1 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 site or City-owned premises, nor any building owned in part by the Baldwin Park Redevelopment Agency which is 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, 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.

#### 18.2 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.

#### 18.3 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 worksites 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 afford by this policy.

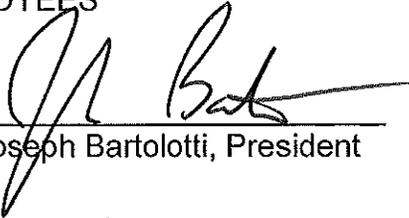
#### Limited Reopener

The parties agree to allow a reopener during the term of the MOU which shall be limited to proposed modifications to Cost of Living Adjustments. Either party shall provide written notice to the other of its intent to invoke this section, and a written description of the precise changes that are proposed. Proposed 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.

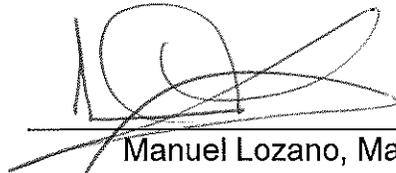
BALDWIN PARK POLICE MANAGEMENT  
EMPLOYEES



Joseph Bartolotti, President

Date: 7/8/15

CITY OF BALDWIN PARK



Manuel Lozano, Mayor

Date: 7/15/15

INDEX

	Page
Section 1 - Rights and Recognition	
Recognition	4
Duration of Memorandum	4
Scope	4
Non-discrimination	5
Full Understanding, Modification and Waiver	5
No Strike; No Lock Out	6
Savings Clause	6
Section 2 - Direct Wage Payments	
Salary	7
Section 3 - Insurances/Supplemental Wage Payments	
Benefits Plan	7
Vision Plan	8
Life Insurance	8
Dental Plan Enhancement	8
Long Term Disability	8
Retirement	8
Bilingual Pay	9
Tuition Reimbursement	9
Educational Incentive	9
Section 4 - Attendance and Leaves	
Sick Leave	9
Annual Sick Leave Incentive	10
Bereavement Leave	10
Vacation	10
Administrative Leave	12
Holidays	12
Floating Holidays	12
Holiday Bank	12
Military Leave	13
Jury Duty	14
Training/Conference Leave	14
Injury on Duty	14

## INDEX

	Page
Section 5 - Work Schedules	
Experimental 4/10 Plan	14
3/12 Work Schedule	14
Workday	14
Hours of Work	15
Section 6 - Overtime	
Overtime	15
Overtime Authorization- Police Lieutenants	15
Clothes Changing	15
Shift Trades	16
Early Relief Policy	16
Firearms Qualification	17
City Vehicle Use	17
Gym Facility	17
Call Back Pay	17
Court Pay	17
Court Standby	18
Training Time	18
Work Period	18
Overtime Compensation	18
Memorandum of Understanding Overtime	19
Paid Leave Exclusions	19
Compensatory Time	19
New Fair Labor Standards Act Regulations	20
Section 7 - Policies and Procedures	
Pay Periods	20
Payroll Deductions and Dues	20
Uniforms – Lieutenants and Captains	20
Disciplinary Appeal Procedures	21
American's With Disabilities Act	21
Alcohol and Drug Abuse Policy	21
Smoke Free Workplace	24
Index	27 - 28