

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ALHAMBRA AND
THE ALHAMBRA POLICE OFFICERS' ASSOCIATION
FOR FISCAL YEARS 2019 THROUGH 2021**

ARTICLE I. PREAMBLE

This Memorandum of Understanding ("MOU") is made and entered into between the Alhambra Police Officers' Association, hereinafter referred to as "Association," and management representatives of the Alhambra City Council hereinafter referred to as the "City," pursuant to the California Government Code, sections 3500 et seq.

ARTICLE II. IMPLEMENTATION

Section 1. Recognition

The City hereby confirms its recognition of the Association as the recognized employee organization pursuant to the City's Employer-Employee Relations Resolution No. R80-32 for the following positions:

Police Sergeant;

Police Corporal; and

Police Officer.

Effective June 27, 2019, the classification of Police Recruit shall be removed from the Police Officers' Association bargaining unit.

Section 2. City Council Determination

This MOU shall be presented to the Alhambra City Council for its determination and shall not be effective until or unless the City Council renders its approval.

Appropriate actions including the adoption of ordinances, resolutions, and rules shall be taken to implement the provisions of this MOU.

Section 3. Effect of Agreement

It is understood and agreed that the specific provisions contained in this MOU shall supersede any previous agreements, whether oral or written, regarding the matters contained herein and that this MOU shall prevail over City practices and procedures, prior to written agreements, and over state laws to the extent permitted.

Any and all prior to existing Memorandums of Understanding, Letters of Agreement, Addendums, Side Letters, and other such documents between the parties are hereby superseded and terminated in their entirety, whether or not the specific subject matter of any such document is addressed herein.

Section 4. Term

The provisions of this MOU, unless specifically stated otherwise, shall become effective the first pay period of July 2019 and shall remain in effect through the last pay period of June 2021.

ARTICLE III. COMPENSATION

Section 1. Salaries.

A. Salary Adjustments.

Effective the first pay period of July 2019, all Association members shall receive a one percent (1%) salary adjustment above their classification's assigned salary range.

Effective the first pay period of July 2020, all Association members shall receive a two- and three-quarter percent (2.75%) salary adjustment above their classification's assigned salary range.

The adjusted base pay for Association members shall be the amounts reflected in the Salary Schedule Resolution, attached to this Agreement as Appendix "A."

B. Base Pay. Base pay shall mean only the assigned salary to any unit classification exclusive of any other type or form of compensation.

C. Salary Range – Addition of Step 6 for Police Officer. Effective June 27, 2019, a sixth step will be added to the salary range for the classification of Police Officer. Step 6 shall be five percent (5%) above the salary for Step 5.

D. Salary Step Advancement. If an employee is hired at Step One of the salary range for Police Officer, the employee shall be eligible for a merit salary adjustment to Step Two after six months of active service at Step One. An employee must serve a minimum of twelve months at each remaining salary step in order to be eligible for a merit salary adjustment to the next higher step within the salary range for Police Officer.

Section 2. Temporary Upgrade Pay.

A. Eligibility.

1. An Association member holding the position of Police Sergeant who is required to work in an upgraded position or classification, as a Watch Commander in patrol, for a limited duration, not to exceed six months, is eligible for temporary upgrade pay.
2. An Association member holding the positions of Police Corporal or Police Officer who is required to work in an upgraded position or classification, as an Officer in Charge in patrol, for a limited duration, not to exceed six months is eligible for temporary upgrade pay.

B. Terms.

1. Acting assignments must be made in writing by the Chief of Police, with approval by the City Manager. The City's Human Resources Department will prepare a Personnel Action Form documenting the assignment change upon approval by the City Manager.
2. The work assigned must be that of a budgeted position and performed in the absence of the regular incumbent.
3. The work assumed by the Association member on the acting assignment must be substantially the same as performed by the regular incumbent.
4. At least 100 percent of the Association member's time must be spent in the performance of duties appropriate to the upgraded position or classification. Credit shall not be given for any temporary acting capacity work which is referenced in a class specification as being appropriate to the Association member's regular position.
5. Unless otherwise permitted by the City's Municipal Code and/or Personnel Rules, an acting assignment shall not be made for less than 30 consecutive calendar days nor exceed a period of 6 months.
6. Association members who request temporary placement in a higher position for training purposes or are participating in a training program involving work in an acting capacity shall be ineligible for acting pay.

C. Amount.

1. A Police Sergeant serving in an acting assignment as Watch Commander in patrol shall receive temporary upgrade pay in the amount of \$1.50 per hour in addition to his/her regular base rate of pay, for time actually worked in the acting assignment.
2. A Police Officer or Police Corporal serving in an acting assignment as an Officer in Charge in patrol shall receive temporary upgrade pay in the amount of \$1.25 per hour in addition to his/her regular base rate of pay, for time actually worked in the acting assignment.

D. CalPERS Reporting. The parties agree that to the extent permitted by law, the value of the compensation for Temporary Upgrade Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(3) – Premium Pay. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall

include said Temporary Upgrade Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 3. Bilingual Premium.

A. Eligibility. Full-time, regular Association members who are certified as bilingual by the City in accordance with these provisions and who are routinely and consistently assigned to provide bilingual services in positions requiring communication skills in languages other than English shall receive bilingual premium pay.

B. Certification.

1. The City will offer certification for bilingual premium pay for the following languages: Spanish, Mandarin, Cantonese, Vietnamese, Korean and Tagalog. No other languages are eligible for certification.
2. The certification process is administered through a bilingual examination conducted by the Los Angeles Unified School District ("LAUSD"). Association members wishing to be certified as bilingual must make a request to the City's Human Resources Department. Upon such request, the Human Resources Department will schedule a telephone and/or in-person bilingual examination with a LAUSD representative and the Association member. The Human Resources Department will administer requested bilingual examinations as soon as practicable, but on no less than an annual basis.
3. The bilingual examination will be scored by LAUSD on a pass/fail basis. Examination scores are final and non-appealable. Association members who fail the examination, or who fail to appear for a scheduled examination, may not take another bilingual examination in the same language for a minimum of three (3) months following the failed or missed examination. Association members who pass the examination will be certified as bilingual by the City. Association members who are certified as bilingual by the City are not required to be re-tested. New Association members will be notified of the bilingual premium pay program during orientation.

C. Amount. An eligible Association member certified as bilingual by the City and who provides bilingual services as required shall be paid \$100.00 per month, in addition to his/her base rate of pay, beginning on the first pay period after certification. Eligible Association members certified by the City as bilingual in two or more languages shall not receive more than \$150.00 per month.

D. CalPERS Reporting. The parties agree that to the extent permitted by law, the value of the compensation for bilingual pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Bilingual pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether

CalPERS shall include said bilingual pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 4. Court Appearance Pay.

- A. Court Time.** Association members required to appear in court in connection with the performance of his/her duties during the member's off-duty time, shall receive a minimum of three (3) hours of pay at time and one-half of his/her base hourly rate or the actual time in court at the time and one-half rate, whichever is greater. If an Association member is required to be in court during the morning and afternoon sessions, such member shall receive additional pay at the time and one-half rate for the lunch recess.
- B. Court Stand-By Time "On Call".** Whenever an Association member is placed "on-call" pursuant to a court subpoena while otherwise off-duty, the member shall receive compensation for being "on-call" at the rate of two (2) hours of straight time pay for each day spent in that status. "On call" pay shall not be provided on any day on which the member is called to appear in court.

Section 5. Graveyard Shift Differential Pay.

- A. Eligibility.** Full-time, sworn, Association members who are routinely and consistently scheduled to work other than a standard "daytime" shift are eligible to receive Shift Differential pay. For purposes of this section, "daytime" shift means 6:00 a.m. to 6:30 p.m.
- B. Amount.** An eligible Association member shall be paid \$100.00 per month, in addition to his/her base rate of pay.
- C. CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for Shift Differential Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Shift Differential Pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Shift Differential Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 6. Longevity Pay.

- A. Eligibility.** Effective July 1, 2017, Association members with 10 and 20 years of continuous City of Alhambra paid service shall receive a longevity bonus.

Time while on unauthorized unpaid leave of absence shall not count towards years of service, unless otherwise required by law. Time while on authorized unpaid leave of absence which totals less than 15 calendar days shall count towards years of service. Time while on an authorized unpaid leave of 15 calendar days or more shall not count towards years of service, unless otherwise required by law.

B. Amount. Association members with the following years of continuous City of Alhambra paid service shall receive:

1. 10 Years - \$100 per month.
2. 20 Years - \$200 per month.

Longevity Pay amounts set forth here are not cumulative.

C. CalPERS Reporting. The parties agree that to the extent permitted by law, the value of the compensation for longevity pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(1) – Incentive Pay. Longevity pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said longevity pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 7. Master Officer Pay.

A. Eligibility. Effective June 27, 2019, Association members with a minimum of ten (10) years of service with the Alhambra Police Department, and a minimum of three (3) years in a special assignment as identified in Article IV, and possess a POST Advanced Certificate will be eligible to receive Master Officer Certificate Pay.

B. Amount. Association members who meet the eligibility requirements described above shall receive two hundred dollars (\$200) per month in addition to their base salary rate.

C. CalPERS Reporting. The parties agree that to the extent permitted by law, the value of the compensation for Master Officer Certification pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(1) – Incentive Pay. Master Officer Certification pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Master Officer Certification pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

ARTICLE IV. SPECIALTY ASSIGNMENTS

Section 1. Police Corporal Staffing Levels.

Effective July 1, 2017, the number of approved positions in the Police Corporal classifications shall be decreased to twenty (20) in exchange for up to two (2) sworn police classifications. The Police

Corporal classifications and other sworn police positions are to be filled through the City's standard recruitment and selection process or existing eligibility list.

Section 2. Vehicle Take Home Privilege.

1. An Association member who is assigned to the motor squad may be allowed by Police Management to take home his/her assigned City motorcycle, provided the Association member resides within a fifty (50) mile radius of the Alhambra City limits.
2. An Association member who is assigned to the special assignment of Detective may be allowed by Police Management to take home his/her assigned City vehicle, provided the Association member resides within a fifty (50) mile radius of the Alhambra City limits.
3. This privilege may be revoked by Police Management if any condition is not complied with or as a result of disciplinary action, for administrative purposes, or based on the needs of the Department.

Section 3. Special Assignment Pay – Procedures.

A. Selection and Assignment. The Chief of Police has the sole discretion to determine and select who shall receive a special assignment. Eligible Association members who are selected and assigned to the following special assignments (or successor titles) listed below shall be paid \$200.00 per month, in addition to his/her base rate of pay, in special assignment premium pay. However, Association members may not receive more than one special assignment premium pay at a time.

1. Motor Officer
2. Police Canine Handler
3. Trainer Officer
4. Field Training Officer
5. Detective
6. C.O.P.P.S.
7. Professional Standards Unit
8. TRAP Officer
9. U.S. Marshal's Office
10. Police Liaison Premium for Officers assigned as a School Resource Officer

B. Eligibility. Association members must meet the following eligibility requirements to be considered for testing and selection to serve in any special assignment position:

1. Must have successfully completed the probationary period and not be on a formal Performance Improvement Plan (PIP);
2. Must have three (3) years of experience as a police officer; and
3. Must have received a rating of "competent" or better on the two (2) most recent performance evaluations

C. Conditions. The assignment of all special assignment positions, including, but not limited to the necessary qualifications, the testing and selection process, the duties and responsibilities, and the selection, transfer and removal from the assignment, shall be at the sole discretion of the Chief of Police and is subject to the terms and conditions of Department procedures, as determined by the Chief of Police. All special assignment positions shall not be considered permanent, are not a vested property right or interest, and may be revoked as a result of disciplinary action, for administrative purposes, or based on the needs of the Department.

Section 4. Motorcycle Patrol Premium.

A. Eligibility. Full-time, sworn, Association members who are selected by the Chief of Police to serve as a Motor Officer and who are routinely and consistently assigned to operate and/or patrol on motorcycle are eligible to receive Motorcycle Patrol Premium pay.

B. Amount. An eligible Association member shall be paid \$200.00 per month, in addition to his/her base rate of pay.

C. CalPERS Reporting. The parties agree that to the extent permitted by law, the value of the compensation for Motorcycle Premium Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Motorcycle Premium Pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Motorcycle Premium Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 5. Canine Officer Premium.

A. Eligibility. Full-time, sworn, Association members who are selected by the Chief of Police to serve as a Police Canine Handler and who are assigned to the Canine Team and routinely and consistently handle, train and board a canine are eligible to receive Canine Officer Premium pay.

- B. Amount.** An eligible Association member shall be paid \$200.00 per month, in addition to his/her base rate of pay. Canine Officer Premium pay received under this section does not include veterinarian fees, feed or other reimbursable expenses for the upkeep of the animal. Those expenses are reimbursed directly by the Police Department.
- C. CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for Canine Officer Premium Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Canine Officer Premium Pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Canine Officer Premium Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 6. Training Officers Assigned to Administration.

- A. Eligibility.** Full-time, sworn, Association members who are selected by the Chief of Police to serve as a Training Officer and who are routinely and consistently assigned to train employees within the Support Services Division of the Police Department are eligible to receive Training Premium pay.
- B. Amount.** An eligible Association member shall be paid \$200.00 per month, in addition to his/her base rate of pay.
- C. CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for Training Premium Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Training Premium Pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Training Premium Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 7. Training Premium – Field Training Officer.

- A. Eligibility.** Full-time, sworn, Association members who are selected by the Chief of Police to serve as a Field Training Officer and who are routinely and consistently assigned to train employees and members of the Field Training Division within the Field Services Section of the Police Department are eligible to receive Training Premium pay.
- B. Amount.** An eligible Association member shall be paid \$200.00 per month, in addition to his/her base rate of pay.
- C. CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for Training Premium Pay is special compensation and shall be reported as

such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Training Premium Pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Training Premium Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 8. Detective Division Premium.

- A. Eligibility.** Full-time, sworn, Association members who are selected by the Chief of Police to serve as a Detective and are routinely and consistently assigned to the Detective Division of the Police Department are eligible to receive Detective Division premium pay.
- B. Amount.** An eligible Association member shall be paid \$200.00 per month, in addition to his/her base rate of pay.
- C. CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for Detective Division Premium Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Detective Division Premium Pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Detective Division Premium Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 9. Police Liaison Premium – Community Oriented Problem Policing Section.

- A. Eligibility.** Full-time, sworn, Association members who are selected by the Chief of Police to serve as a member of the Community Oriented Problem Policing Section of the Police Department (“C.O.P.P.S.”) and who routinely and consistently function as a liaison between special persons, groups or courts and the Police Department are eligible to receive Police Liaison premium pay.
- B. Amount.** An eligible Association member shall be paid \$200.00 per month, in addition to his/her base rate of pay.
- C. CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for Police Liaison Premium Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Police Liaison Premium Pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Police Liaison Premium Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 10. Police Administrative Officer – Professional Standards Unit.

- A. Eligibility.** Full-time, sworn, Association members who are selected by the Chief of Police to serve as a member of the Professional Standards Unit of the Police Department and are routinely and consistently assigned to police administration to provide support for the Chief of Police and command staff in the operation of the Police Department are eligible to receive Police Administrative Officer premium pay.
- B. Amount.** An eligible Association member shall be paid \$200.00 per month, in addition to his/her base rate of pay.
- C. CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for Police Administrative Officer Premium Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Police Administrative Officer Premium Pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Police Administrative Officer Premium Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 11. Police Liaison Premium for Officers assigned as a TRAP Officer.

- A. Eligibility.** Full-time, sworn, Association members who are selected by the Chief of Police to serve as a TRAP Officer and who are routinely and consistently assigned to work with TRAP are eligible to receive Police Liaison Premium Pay.
- B. Amount.** An eligible Association member shall be paid \$200.00 per month, in addition to their base rate of pay.
- C. CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for Police Liaison Premium Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Police Liaison Premium Pay for Officers assigned as a TRAP Officer shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Police Liaison Premium Pay for Officers assigned as a TRAP Officer as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 12. Police Liaison Premium for Officers assigned as a U.S. Marshal's Office Officer.

- A. Eligibility.** Full-time, sworn, Association members who are selected by the Chief of Police to serve as a U.S. Marshal's Office Officer and who are routinely and consistently assigned to work with the U.S. Marshal's Office are eligible to receive Police Liaison Premium Pay.

- B. Amount.** An eligible Association member shall be paid \$200.00 per month, in addition to their base rate of pay.
- C. CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for U.S. Marshal's Office Officer Police Liaison Premium Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Police Liaison Premium Pay for Officers assigned as a U.S. Marshal's Office Officer shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include shall include Police Liaison Premium Pay for Officers assigned as a a U.S. Marshal's Office Officer as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 1.3. Police Liaison Premium for Officers assigned as a School Resource Officer.

- A. Eligibility.** Full-time, sworn, Association members who are selected by the Chief of Police to serve as a School Resource Officer and who are routinely and consistently assigned to work with the Alhambra School District are eligible to receive Police Liaison Premium Pay.
- B. Amount.** An eligible Association member shall be paid \$200.00 per month, in addition to their base rate of pay.
- C. CalPERS Reporting.** The parties agree that to the extent permitted by law the value of the compensation for Police Liaison Premium Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) – Special Assignment Pay. Police Liaison Premium Pay for Officers assigned as a School Resource Officer shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Police Liaison Premium Pay for Officers assigned as a School Resource Officer as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

ARTICLE V. LEAVE TIME

Section 1. Holidays.

The City recognizes the following as eight (8) hour holidays for Association members:

Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day

Christmas Day
New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day

In addition to these, each Association member receives four (4) floating holidays each fiscal year.

Affected Association members who are required to work on a day designated by the City as an official holiday will receive compensatory time equal to the actual holiday hours worked and, at the Association member's option, either time and one-half pay for the holiday hours worked or an equal amount of compensatory time.

Section 2. Christmas Eve and New Year's Eve.

The City agrees to allow Association members eight (8) hours off with pay for Christmas Eve and four (4) hours off with pay for New Year's Eve. The benefit is only granted when Christmas Eve or New Year's Eve falls on a weekday/workday (Monday through Thursday).

If Christmas Eve or New Year's Eve fall on a Friday, Association members will not be paid an additional eight (8) hours or four (4) hours, respectively, for Friday. Instead, Association members will be paid the approved City Holiday.

If an Association member's Regular Day Off falls on Christmas Eve or New Year's Eve, the eight (8) hour Christmas Eve holiday pay and four (4) hour New Year's Eve holiday pay, does not apply.

If an Association member's normal scheduled workday falls on Christmas Eve the Association member will be paid eight (8) hours. If an Association member's normal scheduled workday falls on New Year's Eve, the Association member will be paid four (4) hours.

Any Association member who is called into work during the four (4) hour holiday period for New Year's Eve will be allowed to bank four (4) hours Holiday pay for the time worked. Any Association member who is called into work during the eight (8) hour holiday period for Christmas Eve will be allowed to bank eight (8) hours Holiday pay for the time worked.

Section 3. Vacation.

Effective on each employee's anniversary date during fiscal year 2019/2020, the appropriate vacation bonus hours shall be credited to the employee's vacation leave bank. Additionally, beginning with that pay period, all future vacation accrual shall change from the current system of bonus hours to a per pay period accrual.

Future accrual – employees shall accrue vacation leave hours each pay period in accordance with the following schedule:

Length of Service	Hours Accrued/ Pay Period	Total Vacation Hours/Year	Maximum Accrual Hours
0 - 4.99 Years	3.69	96	232
5.0 - 5.99 Years	4.00	104	240
6.0 - 6.99 Years	4.31	112	256
7.0 - 7.99 Years	4.62	120	272
8.0 - 8.99 Years	4.92	128	288
9.0 - 9.99 Years	5.23	136	304
10.0 - 10.99 Years	5.54	144	320
11.0 - 11.99 Years	5.85	152	336
12.0 - 12.99 Years	6.15	160	352
13.0 - 13.99 Years	6.46	168	368
14.0 + Years	6.46	168	376

Accumulation – vacation leave shall be accumulated as shown in the schedule above. Vacation leave shall not be accumulated beyond these limits. Once an employee has accumulated the maximum amount, no more vacation leave will be accrued by the employee until the accrual has been reduced below this maximum accumulation.

Section 4. Management Incentive Pay for Sergeants.

- A. Eligibility.** An Association member holding the position of Sergeant is eligible to accrue up to forty (40) hours per year of management incentive leave in recognition of the unique nature of the Sergeant position and duties performed during normal work hours.
- B. Accrual.** Eligible Association members shall be provided with forty (40) hours of management incentive leave on January 1st of each year. Eligible Association members who have been employed for less than one full year as of January 1st of any given year shall receive management incentive leave on a prorated basis based on the applicable length of full-time employment. Management incentive leave may be accrued up to a maximum of forty (40) hours per year. Any unused management incentive leave will be carried over from year to year. Once the maximum 40 hours is reached, no additional management incentive leave will accrue until such time as the leave balance drops below the maximum. No Association member may have more than his/her respective maximum credit limit accumulated in his/her management incentive leave account at any time.
- C. Use.** Eligible Association members shall be permitted to use accrued management incentive leave within a reasonable period after making the request, subject to the needs of the City and Police Department and with the approval of the Chief of Police.

D. Pay Out. Upon separation from employment, change of position, or promotion, accrued and unused management incentive leave shall be paid out at the Association member's then-current rate of pay.

Section 5. Sick Leave Accrual.

Effective the first pay period following the City's implementation of a contract amendment to the City's contract with CalPERS providing for the sick leave conversion benefit, the cap on sick leave accrual for all sworn personnel hired after July 1, 1994, will be removed.

Section 6. Personal Leave.

Affected employees with no sick leave usage in any calendar year shall be credited with one (1) personal leave day for that year; said credit shall be made on the second pay period in January of the following fiscal year. Personal leave days may be accrued to a maximum of five (5) days. Their scheduling shall be subject to the approval of the department head. No monetary compensation shall be paid for unused personal leave days at termination or retirement.

Section 7. Monetary Compensation In Lieu of Sick Leave.

Effective upon ratification, in the last payroll period of the calendar year an Association member who has, on such date, accumulated an amount greater than 800 hours of sick leave credit may elect, at his or her option, to take monetary compensation in lieu of sick leave credit in an amount not to exceed a maximum of 96 hours, minus sick leave used in the calendar year. An Association member may not cash out sick leave credit in an amount that will reduce his or her sick leave credit balance to less than 800 hours. To the extent monetary compensation is paid, additional sick leave credit shall not accrue.

1. For purposes of computation of monetary compensation hereunder, all sick leave used in any calendar year shall be charged against sick leave credit accrued for that calendar year.
2. There shall be deducted from such Association member's accumulated sick leave credit the number of days of sick leave for which compensation is paid.

Section 8. Sick Leave Conversion.

Effective upon the implementation of a contract amendment to the City's contract with CalPERS providing for the sick leave conversion benefit, an Association member who retires from the City may convert his/her accrued and unused sick leave to service credit.

Section 9. Meal and Rest Periods.

The standard meal period for affected patrol personnel shall be forty-five (45) minutes for each full shift worked.

The standard rest periods for affected patrol personnel shall be two fifteen (15) minute periods for each full shift worked.

Section 10. Compensatory Time Off.

Effective January 1, 2003, the maximum amount of compensatory time hours which can be accumulated by an Association member shall be 200 hours.

Section 11. Non-Uniformed Officers.

The City shall amend the Municipal Code so that an employee covered by this Agreement who is assigned plain clothes duty shall have a daily number of hours worked which is the same as uniformed officers, with the same number of minutes for lunch which shall be counted as hours worked. The intent of this change is to alter the current practice of requiring the plain clothes officers to work a 10 (ten) hour work day with the lunch hour being an additional 45 (forty-five) minutes per day (unpaid) to the practice of the plain clothes officers working a 10 (ten) hour work day with a 45 (forty-five) minute lunch period which is included within the 10 (ten) hour work day as paid time.

ARTICLE VI. MISCELLANEOUS BENEFITS

Section 1. Qualification Ammunition.

Effective January 9, 1997, the budgeted annual amount for qualification ammunition will be increased to \$3,000.00, to be used by affected members with department authorization firearms in 9 mm, 38 cal., 40 cal., 45 cal., and/or 357 cal.

Section 2. Separate Check for Sick Leave Pay.

The City shall provide a separate check in addition to the regular pay check for each employee who elects to sell back accumulated sick leave under the provisions of Section 2.54.012 of the Municipal Code.

Section 3. Training Day For A Day Worked.

Any training that is eight (8) hours or more in length shall constitute a day for a day. Any training that is less than eight (8) hours shall be paid at time and one-half of the Association member's base hourly rate of pay.

ARTICLE VII. RETIREMENT

Section 1. Tier 1 - Classic Members of CalPERS.

- A. **Application.** This section shall apply to all Association members who are or become members of CalPERS and who are not "new members" as defined by Government Code Section 7522.04(f) and related CalPERS membership requirements.
- B. **3% at 50 Pension Plan.** The CalPERS 3% at 50 pension formula shall be available to all Association members covered by this section.
- C. **Required Member Contribution.** Effective July 1, 2016, Association members shall pay, through payroll deduction, the entire nine percent (9%) member contribution amount established by CalPERS for the 3% at 50 retirement benefit formula. Member contributions shall be made on a pre-tax basis to the extent permitted by the Internal Revenue Code, 26 USC Section 414(h)(2).

Section 2. Tier 2 - New Members of CalPERS

- A. **Application.** In accordance with the definition of "new member" set forth by Government Code Section 7522.04(f) and related CalPERS membership requirements, this section shall apply to any of the following:
 - 1. An Association member who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was not a member of any other public retirement system prior to that date.
 - 2. An Association member who becomes a member of CalPERS for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under Government Code Section 7522.02(c) and related CalPERS reciprocity requirements.
 - 3. An Association member, who was an active member in CalPERS with another employer and who, after a break in service of more than six months, returns to active membership in CalPERS with the City.
- B. **2.7% at 57 Pension Plan.** The 2.7% at 57 pension formula shall be available to all Association members covered by this section.
- C. **Required Member Contribution.** Association members covered by this section will contribute the employee contribution rate of fifty percent (50%) of normal costs as required by CalPERS for the 2.7% at 57 pension formula.

Section 3. Disability Retirement Sick Leave Payout.

All employees hired prior to July 1, 1994 shall be entitled to full sick leave payout if industrially retired. All new sworn personnel hired after July 1, 1994 shall only be entitled to sick leave payout pursuant to Section 2.54.012 of the Alhambra Municipal code for service and industrial disability retirements.

Section 4. Flat Badge Upon Honorable Retirement.

Upon retirement and issuance of a carry concealed weapons (CCW) endorsed identification card, unit members shall be given a flat badge at the City's expense.

Section 5. Medical Insurance Upon Retirement.

A. Tier One Retirees: Employees Who Were Hired and Who Retired Before July 1, 2017.

Effective, August 20, 2001, the City shall contribute a set monthly amount towards medical insurance premiums for all sworn personnel who meet the following criteria:

1. All sworn personnel, hired prior to August 20, 2001, shall be eligible for the benefit, provided they have the requisite full-time years of service with the City of Alhambra. The requisite years of service can be achieved by combining all previous years of service, in other public agencies, such as State, County or municipal government. All sworn personnel, hired after August 20, 2001, shall be eligible for this benefit, provided they have the requisite continuous years of service with the City of Alhambra.
2. This benefit shall include those individuals who retire from City of Alhambra with either a service or disability retirement.

The Medical Insurance Upon Retirement benefit shall be granted as follows:

- a) Effective July 1, 2009, sworn personnel with 20 years of service, upon retirement, shall receive \$350.00 a month.
- b) Effective July 1, 2009, sworn personnel with 25 years of service, upon retirement, shall receive \$400.00 a month.
- c) Those sworn personnel who do not have enough Social Security Quarters (40) to qualify for Medicare at Medicare age shall receive up to \$255.00 or \$355.00 a month.
- d) Those sworn personnel who do have enough Social Security Quarters (40) to qualify for Medicare at Medicare age shall receive up to \$255.00 or \$355.00 a month towards the purchase of Medicare Plan B. Consequently, the City's payment towards Medicare Plan B is capped at no more than either the \$255.00 or \$355.00 monthly contributions.

e) This benefit will cease upon the death of the employee.

B. Tier Two Retirees: Sworn Personnel Who Retire On or After July 1, 2017. For sworn personnel who are employed as of July 1, 2017 and sworn personnel who are hired on or after July 1, 2017 who retire from the City and who remain enrolled in CalPERS health plan after retirement (Tier II Retirees"), the City will pay no more than the PEHMCA Minimum contribution. Tier II Retirees shall not be reimbursed or otherwise receive payment from the City for health insurance premiums in excess of the PEHMCA Minimum contribution.

Section 6. One-Year Final Compensation and Post-Retirement Survivor Allowances.

All sworn personnel, hired after June 29, 1991, shall enjoy similar PERS benefits as those sworn personnel, hired prior to June 29, 1991.

These PERS benefits include One-Year Final Compensation (Section 20042) and Post-Retirement Survivor Allowances (Section 21624, 21626, and 21628) for local safety members.

Section 7. Retiree Medical Trust.

ALHAMBRA MEDICAL EXPENSE REIMBURSEMENT TRUST PROVISIONS.

Effective July 1, 2005, in lieu of the City paying the Association a three percent (3%) cost of living salary adjustment, the Association agrees to use this three percent (3%) to fund a Retiree Medical Trust (the "Trust") for retiree health care expenses. The City agrees to pay to the investment manager for the Trust \$25,760.00 per month. The Association shall use all of this money to fund the Trust for all classification employees covered by this unit and for all employees who promote to a classification outside of the POA bargaining unit after July 1, 2005 (hereafter "Promotees"). These monthly employer contributions shall be allocated to Promotees for Active Service in the Trust retroactive no earlier than April 1, 2013 (when the Promotee payroll contributions to the Trust ceased), according to rules set by the Trustees of the Trust.

Effective July 1, 2017, in exchange for the Association's agreement to eliminate the City's obligation to make a direct payment of a monthly retiree medical insurance contribution set forth in former Article VI Section 5 for those Association members who retire after July 1, 2017, the City shall increase the monthly employer contribution to the Association's Retiree Medical Trust from \$25,760.00 to \$35,260.00.

The City, Association and its individual members agree that the City shall not be liable for any debts or obligation of any sort arising from the Trust. The City, however, must receive evidence from the Association that its funds are going to the Trust. This evidence is necessary to ensure the City will not be liable for any tax obligations resulting from its contributions to the Trust.

The Association, its representatives, successors, and assigns, shall indemnify the City, its past and present employees, agents, officers, representatives, insurers, attorneys, predecessors, successors, and assigns, and all persons acting by, through, under, or in concert with any of them,

and each of them, from any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature arising from the Trust, known or unknown, suspected or unsuspected, which occurs now or may occur in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at any time from the beginning of the Trust up to the end of time, including but not limited to 1) tax liabilities; 2) beneficiary claims; 3) third party claims; 4) and causes of action related to such claims, including but not limited to attorneys' fees and medical expenses.

Section 8. Pre-Retirement Optional Settlement 2 Death Benefit, Government Code Section 21548.

An employee's eligible survivor may receive the Optional Settlement 2 Death benefit if the member dies while actively employed, has attained at least age 50, and has at least 5 years of credited service (total service across all CalPERS employers and with certain other Retirement Systems with which CalPERS has reciprocity agreements). A CalPERS member must be actively employed with the CalPERS employer providing this benefit to be eligible for this benefit. An eligible survivor means the surviving spouse to whom the member was married at least one year before death. A member's survivor may choose this benefit in lieu of the Basic Death benefit or the 1957 Survivor benefit.

The Optional Settlement 2 Death benefit is a monthly allowance equal to the Service Retirement benefit that the member would have received had the member elected Optional Settlement 2 and retired on the date of his or her death. (A retiree who elects Optional Settlement 2 receives an allowance that has been reduced so that it will continue to be paid after his or her death to a surviving beneficiary.) The allowance is payable as long as the surviving spouse lives, at which time it is continued to any unmarried children under age 18. There is a guarantee that the total amount paid will at least equal the Basic Death Benefit.

ARTICLE VIII. GRANDFATHER LANGUAGE; TWO-TIER ISSUES

No benefit modified by this MOU that results in a "two-tiered" system (i.e., education bonus; disability retirement or sick leave payout) shall be subject to future reductions or changes that negatively impacts sworn personnel hired prior to July 1, 1994 and grandfathered under this Agreement without the express, written authorization of fifty percent of the personnel affected who were hired prior to July 1, 1994 and on active duty. The City agrees to budget available funds to fund the provisions of this section in each future year that this section of the MOU is in effect.

Notwithstanding the above language, any Police Officer hired subsequent to July 1, 1994, but prior to August 24, 1994, shall be deemed to have been hired prior to July 1, 1994 and shall qualify for all benefits provided to employees hired prior to July 1, 1994.

ARTICLE IX. EDUCATION INCENTIVES

Section 1. Tuition Reimbursement.

Effective September 10, 2001, tuition reimbursement shall be capped at \$1,000.00 per year for all sworn employees.

Section 2. Educational Incentive.

A. Eligibility. An Association member who has completed the requisite amount of educational courses discussed below is eligible to receive educational incentive pay, upon approval by the Chief of Police, in consultation with the Human Resources Director.

B. Amount.

1. An eligible Association member hired on or after July 1, 1994, shall receive educational incentive pay, upon approval, according to the following terms:

a) An Association member who possesses sixty (60) semester units or ninety (90) quarter units, from an accredited school, in Police Science or related field approved by the Chief of Police, in consultation with the Human Resources Director, shall be paid \$400.00 per month, in addition to his/her base rate of pay.

b) An Association member, who possesses one hundred-twenty (120) semester units or one hundred-eighty (180) quarter units from an accredited school, in Police Science or related field, approved by the Chief of Police, in consultation with the Human Resources Director, shall be paid \$550.00 per month, in addition to his/her base rate of pay.

2. An eligible Association member, hired before July 1, 1994 and currently receiving a percentage-based payment shall receive educational incentive pay, upon approval, according to the following terms:

a) An Association member who obtains upper division status in Police Science, Police Administration, Public Administration (or comparable title) shall be entitled to an Educational Incentive equal to five percent (5%) of the member's base salary;

b) An Association who obtains a baccalaureate degree in Police Science, Police Administration, or Public Administration (or comparable title), shall be entitled to an Educational Incentive equal to ten percent (10%) of the member's base pay.

C. Payment. The City shall begin making approved educational incentive payments beginning the first full pay period following approval by the Chief of Police, in consultation with the Human Resources Director. Educational incentive pay amounts set forth in Section B are not cumulative.

- D. CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for educational incentive pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) – Educational Pay. Educational incentive pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said educational incentive pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

ARTICLE X. UNIFORMS

Section 1. Uniform Allowance.

- A. Eligibility.** Full-time, sworn, Association members required to wear a uniform shall receive an annual uniform allowance in the amount of \$825.00.
- B. Amount.** The uniform allowance in the amount of \$825.00 shall be provided on a per pay period basis.
- C. CalPERS Reporting.** The uniform allowance shall be reported to CalPERS periodically when earned. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said uniform allowance as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion. The uniform allowance is not reportable for “new members” of CalPERS as defined by Government Code Section 7522.04(f).

Section 2. Uniform Cleaning.

- A. Eligibility.** For Association members required to wear a uniform, the City shall pay and provide for the cleaning and maintenance of the following:
1. Four (4) articles of uniform clothing per week from October 1st to June 30th of each year; and
 2. Six (6) articles of uniform clothing per week from July 1st to September 30th of each year.
- B. Amount.** The City’s cost for providing the cleaning of articles of uniform clothing per week is detailed in Appendix “B”. The payment of uniform cleaning costs shall be provided on a per pay period basis.
- C. CalPERS Reporting.** The cost of uniform cleaning shall be reported to CalPERS periodically when earned. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said uniform allowance as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to

inclusion. The cost of uniform cleaning is not reportable for "new members" of CalPERS as defined by Government Code Section 7522.04(f).

ARTICLE XI. WORK SCHEDULES

Section 1. Alternate Work Schedules.

The 7K Exemption under the Fair Labor Standards Act is declared and reaffirmed.

Vacation, sick leave, holiday time and all other leave time granted by the City shall not be accrued by the day, but in eight-hour increments. The total annual number of hours previously granted shall not be increased. For example, if an employee works a ten-hour day, he or she may take ten hours of vacation time for the day intended, but the number of hours granted shall be drawn from the total number of hours already in the employee's bank of vacation hours. The accrual rate and the total number of hours allotted by the City shall not change with this agreement.

When a holiday falls on an employee's regular day off (and does not fall on the employee's regular weekend), the employee shall continue with their normal schedule and take their regular day off and shall be credited with eight hours of holiday time. If a holiday falls on an employee's regular weekend and the employee's regular weekend does not fall on Saturday or Sunday, the employee will be credited with eight hours of holiday time. If it falls on a Saturday or Sunday, Sections 2.56.030 and 2.56.040 of the Municipal Code shall apply.

It is understood and agreed that nothing shall abridge the City's right as specified in Resolution No. R80-32, Section Five (C) regarding City rights to wit: "...the City retains the sole and exclusive rights and functions of management including, but not by this enumeration intended to be limited to (the right) to establish, modify and change working hours schedules and shifts, job content, methods, techniques, processes and standards and allot and assign work..." Additionally, the City reaffirms all of its rights under Section 2.50.020(d) to change work periods, and specific hours or days to be worked by the employee except as required under the provisions of the Government Code, Sections 3500 to 3510 and/or the Fair Labor Standards Act.

Section 2. Shift Assignment Notification.

Notification of shift assignment shall be made ninety-six (96) hours in advance of the assigned shift for both officers assigned to patrol and those assigned to detectives. It is understood and agreed that such notification need not take place in the event of an emergency as defined by the Chief of Police or his/her designee.

ARTICLE XII. DEATH BENEFIT

In the event that an employee covered by this agreement is killed, not by a disease but by an

injury occurring in the line of duty, that is, which injury is job-connected, then the City shall pay a death benefit in the amount of \$45,000.00. No benefit will be payable to an employee who, at the time of death, was engaged in willful and wanton misconduct, as defined by the City.

The payment shall be made to the beneficiary under the Public Employees' Retirement System. If there is no such beneficiary, the payment will be made to the estate of the deceased. This benefit shall not be reduced by other benefits received in this event.

In the event that an employee covered by this Agreement is killed under the conditions specified above, and the City awards the death benefit as specified above, then the City shall also pay the sum of \$5,000.00 towards funeral and related expenses. This benefit shall be made to the beneficiary who receives the death benefit as specified above, or to the estate of the deceased if there is no such beneficiary. In the event that no death benefit is paid, neither shall this benefit be paid. This benefit shall not be reduced by other benefits received in this event.

In the event of a dispute regarding the dispensation of these benefits between City and Association upon an actual death of this nature, the City agrees to meet and confer with the Association. However, the City retains the right to make a final decision regarding these benefits.

ARTICLE XIII. HEALTH BENEFITS

- A. **Public Employees' Medical and Hospital Care Act.** The City provides health benefits through CalPERS pursuant to the Public Employees' Medical and Hospital Care Act (PEMHCA). The City may amend or rescind its participation in the PEMHCA program at any time in the future.
- B. **Flex Plan Contribution.** The City provides a flex plan contribution, including the PEMCHA minimum, for full-time employees to be used toward the payment of insurance premiums for medical, dental, vision, and standard supplemental life insurance plans that are offered by the City as follows:

Employee Only	\$ 826.06 per month
Employee plus 1 dependent	\$1,023.61 per month
Employee plus 2 or more dependents	\$1,238.14 per month

- C. **PEMHCA Contribution Amount.** Each calendar year, CalPERS establishes the PEMHCA minimum employer contribution rate for employees enrolled in the City's PEMHCA medical plans as set forth in Government Code Section 22892(b). The flex plan contributions listed in Article XIII 2 above include the calendar year 2019 PEMHCA employer minimum contribution. Each subsequent calendar year, the City's flex plan contribution will change to include any increase in the PEMHCA employer minimum contribution rate.

- D. **Unused Contributions.** Employees hired before July 1, 2017, shall be paid out any unused portion of their flex plan contribution as taxable income. Employees hired after July 1, 2017, will not be paid for any unused portion of the City flex plan contribution.
- E. **Excess Premiums.** Employees shall be required to pay the cost of flex plan premiums for their selected plans which exceed the amount of the City's monthly contribution
- F. **Opt Out.** Employees hired before July 1, 2017, electing to opt out of medical coverage offered by the City because they have provided proof of eligible alternate coverage will receive a monthly opt allowance equal to 1/2 of the monthly City contribution as indicated in D.2 above, including the PEMCHA minimum, based on the coverage level tier for the opt out medical plan selected by the employee. Employees hired on or after July 1, 2017, electing to opt out of medical coverage offered by the City, will not receive an opt out allowance in any amount, including the PEMCHA minimum.

ARTICLE XIV. CONCERTED ACTIVITIES.

During the term of this Agreement, the Association and affected employees agree that they will not call or engage in a strike or any other form of job action.

ARTICLE XV. PHYSICAL EXAMINATIONS & FITNESS.

Section 1. Physical Examinations.

The City will provide henceforth that sworn officers be given comprehensive physical examinations in accordance with the following schedule.

<u>GROUP</u>	<u>AGE</u>	<u>FREQUENCY</u>
1	21-30	Triennial
2	31-40	Biannual
3	41 and over	Biannual

Officers in Group 3 will receive a stress-EKG in addition to the comprehensive physical examination. Officers in Group 3 may voluntarily take annual physicals, but in all cases, such shall be required annually if recommended by the physician. Officers found to be below acceptable minimum standards of the City will be required to demonstrate a continuing effort to achieve such standards as a condition of employment and will be evaluated accordingly in conjunction with periodic performance evaluations.

Section 2. Physical Fitness Program

The City will provide \$5,000.00 for athletic expenses to the APOA upon request. These funds will continue to be used for athletic purposes as determined by the APOA. The Chief of Police may

continue to provide input on such expenses. The APOA will make the final decision on what athletic expenses to utilize these funds for.

ARTICLE XVI. MANAGEMENT RIGHTS

Except as abridged, modified or restricted by the terms of this memorandum, City retains all rights, powers and authority set forth in the Alhambra City Charter, the Alhambra Municipal Code, and all applicable state and federal laws. Subject to City's obligation to comply with the Meyers-Milias-Brown Act as to those matters within the scope of representation of the Association, it is agreed that said rights, powers and authority include, but are not limited to, determinations as to the merits, organization and necessity or levels of service, the necessity for overtime, number and location of work stations, nature of work to be performed, contracting for any work or operation, reasonable employee performance standards, including, but not limited to, quality and quantity standards and reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services.

ARTICLE XVII. SEVERABILITY

It is understood that this MOU is subject to all applicable present and future federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is in conflict with such applicable provisions of federal or state laws or regulations or otherwise held to be invalid or unenforceable by any tribunal or competent jurisdiction, such a part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

ARTICLE XVIII. WAIVER AND MODIFICATION

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the affected employees, shall remain in full force and effect during the entire term of this MOU unless changed subsequent to the completion of the required meet and confer process. Certain matters would also require not only completion of the meet and confer process, but would also require mutual consent by both to effect change during the period of this Agreement. The provision is not to be interpreted as relieving either the City or Association of its obligation to meet and confer on appropriate matters in accordance with the provisions of the Government Code.

ARTICLE XIX. MAINTENANCE OF EXISTING BENEFITS

Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the affected employees shall remain in full force and effect.

ARTICLE XX. REOPENERS

1. The parties agree to a limited reopener to meet and confer regarding updates to the City's Personnel Rules and Regulations, the City's Employer Employee Relations Resolution, the City's Municipal Code, and the City's Administrative Leave Policies.
2. During the meet and confer process for this MOU, the parties agreed that with regard to employee illness, if no sick leave is available, an employee cannot use other accrued leave for such absence unless approved by the respective department head or for a legally protected leave such as FMLA/CFRA, or ADA reasonable accommodation to deter sick leave abuse. Specific language regarding the terms and conditions of this policy change will be included in the Personnel Rules and Regulations and/or an Administrative Policy.
3. During the meet and confer process for this MOU, the parties agreed that with regard to leave of absence if an employee is off work (whether paid or unpaid) for more than two work weeks, the probationary period shall be extended by the length of such leave time. Specific language regarding the terms and conditions of this policy change will be included in the Personnel Rules and Regulations and/or an Administrative Policy.
4. The parties agree to a limited reopener to meet and confer regarding the implementation of a Comprehensive Memorandum of Understanding.
5. No changes, other than those already agreed to above, will be implemented without the parties' mutual agreement.
6. The parties agree to a limited reopener to meet and confer regarding the implementation of an Employee Wellness program. No changes will be implemented without the parties' mutual agreement.

Date: 7/3/19

Date: 7/3/19

ALHAMBRA POLICE OFFICERS' ASSOCIATION

**MANAGEMENT REPRESENTATIVE OF CITY OF
ALHAMBRA**

By: 

RODNEY CASTILLO, PRESIDENT

By: 

THERESA ST. PETER, INTERIM HUMAN
RESOURCES DIRECTOR

Appendix "A"
Base Rate of Pay for APOA Members

CITY OF ALHAMBRA - SALARY SCHEDULE
FULL TIME CLASSIFICATIONS
EFFECTIVE June 27, 2019 through June 24, 2020

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Police Officer	6,529.51	6,855.98	7,198.78	7,558.72	7,936.66	8,333.49
Police Corporal	7,015.16	7,365.92	7,734.21	8,120.92	8,526.97	8,953.32
Police Sergeant	8,051.71	8,454.29	8,877.01	9,230.86	9,786.90	10,276.25

The classification of Police Recruit was removed from APOA effective June 27, 2019.

CITY OF ALHAMBRA - SALARY SCHEDULE
FULL TIME CLASSIFICATIONS
EFFECTIVE June 25, 2020 through June 30, 2021

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Police Officer	6,709.07	7,044.52	7,396.75	7,766.59	8,154.92	8,562.66
Police Corporal	7,208.08	7,658.48	7,946.91	8,344.25	8,761.46	9,199.54
Police Sergeant	8,273.13	8,686.79	9,121.13	9,577.19	10,056.04	10,558.85

Appendix "B"
APOA Uniform Items and Cleaning
Cost information valid as of July 1, 2017

Job Classification	Uniform Item	Cleaning Cost
<ul style="list-style-type: none"> • Police Sergeant • Police Corporal • Police Officer 	Pants	\$2.50/per item
	Class B Shirt	\$2.50/per item
	Class A Shirt	\$2.50/per item
	Tie w/Tie bar	None
	Belt	None
	Boots	None
	Uniform Jacket	None