Master

Memorandum of Understanding

Between

City of Huntington Park

and

City of Huntington Park

Police Officers' Association

(POA)

July 1, 2019 through June 30, 2024

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EXECUTION OF NEW AGREEMENT 82

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MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF HUNTINGTON PARK, CALIFORNIA
AND
THE HUNTINGTON PARK POLICE OFFICERS' ASSOCIATION (HPPOA)

ARTICLE ONE:

EMPLOYEE AND EMPLOYER RIGHTS

I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Huntington Park, California ("City") and the Huntington Park Police Officers' Association ("HPPOA") or "Association" representing the full-time, non-management, sworn police and certain non-sworn police safety classified City employees (collectively referred to herein as "the Parties)". This MOU is made pursuant to the California Government Code Section 3500, et seq. and the City's Employer-Employee Relations Resolution 69-76, as amended ("EERR").

II. RECOGNITION FULL-TIME GENERAL CLASSIFIED EMPLOYEES

The City hereby recognizes HPPOA as the exclusive representative of the full-time, non-management, sworn police and certain non-sworn police general employees in a unit comprised of those classifications, as set forth in Appendix "A" to this MOU, pursuant to the City's EERR,.

III. BARGAINING UNIT CHANGES

Any change in the classifications represented by the HPPOA shall be in accordance with the City's EERR.

IV. NONDISCRIMINATION

A. POLICY

No employee shall be subjected to discrimination prohibited by federal, state or local law. The City agrees that no employee shall be interfered with, intimidated, restrained, coerced, , promoted, demoted, discharged or in any way favored or discriminated against because of political opinions or affiliations, race, religious belief, age (40 and above), sex, sexual orientation, gender orientation, national orientation, ethnicity, physical or mental disability, genetic information, medical condition, or because of the exercise of his/her rights under this MOU or under the Meyers-Milias-Brown Act ("MMBA"), Government Code section 3500, et seq.

B. ASSOCIATION AGREES NOT TO DISCRIMINATE

In accordance with the above policy, HPPOA agrees not to intimidate, coerce, or interfere with, or discriminate against an employee because of the employee's exercise of his or her rights granted under this MOU or the MMBA, or with respect to admission to membership and the rights of membership in HPPOA for any of the above-enumerated bases.

V. DUES/INSURANCE CHECK-OFF

During the term of this MOU, the City shall do the following:

1. Provide official payroll deductions for HPPOA dues and approved insurance and welfare plan fees to be deducted bi-weekly by the City from the salary of each unit employee for whom HPPOA has certified it has obtained a written authorization for, such deduction;

2. Provide HPPOA on a quarterly basis with contact information for unit employees in the bargaining unit; and

3. Inform all new hires in the bargaining unit that HPPOA is the employee organization designated as the exclusive representative of the employees in the bargaining unit and permit HPPOA to attend new employee orientation and /or provide new employees with printed material about HPPOA.

VI. INDEMNIFICATION

HPPOA agrees to defend and indemnify and hold harmless the City against all claims and/or other forms of liability arising from the provisions of Article One, Section VI, of this MOU.

VII. USE OF CITY FACILITIES

1. Employee organizations may, with the prior approval of the Municipal Employee Relations Officer (City Manager), be granted the use of City facilities during non-work hours for employee meetings provided space is available. Such meetings, however, are not to be used for organizational activities or membership drives. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

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2. The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and bulletin boards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

VIII. USE OF BULLETIN BOARDS

HPPOA may use portions of City bulletin boards under the following conditions:

1. All materials must be dated and must identify the organization, which published them.

2. The actual posting of materials will be done by the HPPOA during non-work time. In the event that posted materials are, in the Police Chief's opinion, objectionable or interfere with the proper functioning of the department, the Police Chief may order the material removed provided, however, the Police Chief first discusses the proposed removal with the Municipal Employee Relations Officer (City Manager).

3. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to HPPOA materials.

4. If HPPOA does not abide by these rules they will forfeit their right to have material posted on City bulletin boards.

5. The HPPOA may use the City's email system to communicate to bargaining unit members provided that the association and bargaining unit members comply with the City's Information Technology Equipment policy and other City regulations.

IX. RIGHTS

A. EMPLOYEE RIGHTS

1. Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment.

2. Employees also shall have the right to refuse to join or participate in the activities of employee organizations.

3. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of the exercise of these rights.

B. MANAGEMENT RIGHTS AND RESPONSIBILITIES

The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this MOU or by law to manage the City for the citizens of Huntington Park, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of Management shall include, but not be limited to, the following rights:

1. To determine methods of financing;

2. To determine quality, quantity and types of equipment or technology to be used;

3. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, organizational structure, size and composition of the work force and allocate and assign work by which the City operations and services are to be conducted;

4. To plan, determine and manage City budget which includes changes in the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including the right to contract for or subcontract any work or operation of the City;

5. To assign work to and schedule unit employees in accordance with requirements as determined by the City and to establish and change work hours, schedules and assignments; To lay off unit employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive or not cost effective as determined by the City.

6. To establish and modify productivity and performance programs and standards;

7. To transfer for disciplinary reasons, discipline, discharge, terminate, suspend, demote, reduce, reprimand, withhold salary increases and benefits, or otherwise discipline unit employees for cause;

8. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reallocate and reclassify unit employees;

9. To direct, supervise, recruit, select, hire, evaluate transfer, promote, reduce in rank, demote, reallocate, and terminate unit employees and take other personnel action for non-disciplinary reasons in accordance with the MOU and applicable resolutions and Codes of the City;

10. To maintain order and efficiency in its facilities and operations;

11. To establish and promulgate and/or modify rules and regulations, policies and procedures related to productivity, efficiency, conduct, safety, health and order in the City and to require compliance therewith;

12. To restrict the activity of an employee organization on City property and on City time except as set forth in the EERR and applicable laws.

13. To take any and all necessary steps and actions to carry out the service requirements and to determine the issues of public policy and the overall mission of the City, as well as its mission in emergencies or at other times deemed necessary by the City not otherwise specified above.

C. IMPACT ON MANAGEMENT RIGHTS

1. The City agrees to meet and confer with the HPPOA, except in cases of emergencies defined in the MOU, over the exercise of a Management right which has significant impact upon the wages, hours and terms and conditions of employment of unit employees.

2. Notwithstanding the above, if the proposed changes impact "Terms and Conditions of Employment," as defined by state law, the City shall comply with the meet and confer requirement as otherwise required by law.

3. After meeting and conferring with HPPOA and if needed, exhausting all applicable impasse resolution procedures, including fact-finding as set forth in the City's EERR and/or the MMBA, nothing shall prevent the City from implementing said management rights.

X. PAID TIME OFF FOR HPPOA REPRESENTATIVES

A. RELEASE TIME

1. HPPOA representatives are eligible for paid release time to attend employer relations related conferences, meetings, institutes, or similar affairs, provided the request for release time is approved in advance by the Police Chief. This release time shall be in addition to reasonable release time for purposes of meet and confer sessions with City representatives.

2. Except for release time necessary to attend meet and confer sessions with City representatives, all other release time shall be subject to the prior approval of the Chief of Police or City Manager.

3. Upon request from HPPOA, the City agrees to meet and confer regarding California Government Code Section 3558.8.

B. LIMITATIONS

HPPOA agrees that any off-duty release time shall not constitute hours worked for computation of overtime in the respective work period.

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ARTICLE TWO:

SALARIES AND COMPENSATION

I. SALARIES

A. SALARY ADJUSTMENTS – July 2019

Effective on the first day of the pay period, which includes July 1, 2019 all classifications in the unit, shall receive a three percent (3%) base salary increase.

B. SALARY ADJUSTMENTS – July 2020

Effective on the first day of the pay period, which includes July 1, 2020, all classifications in the unit shall receive a three percent (3%) base salary increase.

C. SALARY ADJUSTMENTS – July 2021

Effective on the first day of the pay period, which includes July 1, 2021, all classifications in the unit shall receive a three percent (3%) base salary increase.

D. SALARY ADJUSTMENTS – July 2022

Effective on the first day of the pay period, which includes July 1, 2022, all classifications in the unit shall receive a three percent (3%) base salary increase.

E. SALARY ADJUSTMENTS – July 2023

Effective on the first day of the pay period, which includes July 1, 2023 classifications in the unit, shall receive a two percent (2%) base salary increase.

F. COMMUNICATIONS OPERATOR SUPERVISOR

1. In addition to the increase set forth in paragraph A above, the salary of the Communications Operator Supervisor classification shall be increased seven percent (7%).

2. The City shall complete a total compensation study by June 30, 2020 for the Communications Operator Supervisor classification and the parties agree to reopen negotiations to discuss any further increases, if any.

II. CITY'S RIGHT TO INCREASE SALARIES – RECLASSIFICATION STUDY

The City shall not be restricted in its ability to increase any of those salaries for unit employees as a result of a reclassification study or if a determination is made by the City that it is not possible to recruit effectively or competitively for a classification in the unit. No such salary increases are mandated.

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III. FIVE STEP SALARY SCHEDULE

Step 1

a) New employees shall be hired at the entry-level step in all classifications unless otherwise another step is approved by the City Manager.

b) The City Manager may appoint a new employee to the maximum salary for the classification if he/she determines that the candidate is exceptionally qualified or there has been difficulty in recruiting.

c) A unit employee must serve at least six (6) months of satisfactory job performance in Step 1 to be eligible to advance to Step 2.

Step 2

A unit employee is eligible to receive this step after the completion of six (6) months of satisfactory job performance in Step 1 in the same classification.

Step 3

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 2 in the same classification.

Step 4

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 3 in the same classification.

Step 5

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 4 in the same classification.

IV. STEP INCREASES – BASED ON MERIT

A. NOT AUTOMATIC

No step increase in salary shall be automatic merely upon completion of a specific period of service.

B. BASED ON MERIT

All increases shall be based on merit as established by record of the unit employee's job performance with at least a satisfactory job performance rating. To be denied a merit increase, an employee shall be notified in writing no later than the 30th calendar day following employee's annual merit increase date.

V. POLICE TRAINEE CLASSIFICATION – SALARY RANGE

A. NON-CIVIL SERVICE STATUS

The Police Officer Trainee classification shall be exempt from Civil Service status.

B. SALARY RANGE

The salary range for Police Officer Trainee shall be approximately twenty percent (20%) below the Police Officer classification.

C. TIME IN CLASS

1. A unit employee shall serve as a Police Officer Trainee no longer than twelve (12) months.

2. Upon successful completion of service as a Police Officer Trainee, the City shall appoint the unit employee to the Police Officer classification at Step 1.

D. TIME SERVED TOWARDS PROBATIONARY PERIOD

1. The time served by the unit employee as Police Officer Trainee shall count towards the probationary period for the Police Officer classification.

2. The total probationary time served in the classification of both Police Officer Trainee and Police Officer shall not exceed eighteen (18) months.

E. POLICE OFFICER – 12 MONTH PROBATIONARY PERIOD

A unit employee hired directly into the classification of Police Officer shall serve a twelve (12) month probationary period.

VI. PROBATIONARY PERIOD

A. LENGTH OF PROBATIONARY PERIOD

1. All unit employees, including all lateral transfers, and except, demotions and promotions, shall serve a probationary period of twelve (12) full calendar months.

2. An employee's probationary period may be extended by the Chief of Police and City Manager by providing advance written notification to the employee.

B. "AT WILL" STATUS

1. During the probationary period, a unit employee serves "at will" and may be dismissed with or without cause and with or without notice.

2. If a promoted unit employee fails their probationary period, they shall return to their former classification they held as permanent employee prior to the promotion, unless he/she is dismissed from the City service in the manner provided in Civil Service Rules and Regulations as amended and the personnel rules and regulations.

C. PROMOTIONS

Promoted unit employees will serve a six (6) month probationary period.

VII. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION

A. REDUCTION OF UNIT SALARY RANGE

In the event the salary range assigned to any classification is reduced, all unit employees within such classification shall be reassigned to a classification in such lower range, which most nearly corresponds to the salary being received by such unit employee at the time such range is reduced.

B. INCREASE OF SALARY RANGE OR CLASSIFICATION

In the event the salary range assigned to any classification is increased, all unit employees within such classification will be reassigned to the step to which such unit employee was assigned immediately prior to such increase.

C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE

1. Any unit employee voluntarily transferred or demoted to a classification where a lower salary range is assigned shall be placed at a salary step in a lower salary range, which is closest to the unit employee's salary step immediately prior to such voluntary transfer or demotion.

2. Upon such transfer or demotion, such unit employee shall be entitled to annual increases as authorized for their new classification as a salaried full-time employee.

D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE

1. Any unit employee receiving promotion to a higher classification to which a higher salary range is assigned shall receive compensation at the step within the assigned range which will result in at least a one-step increase in salary over that being received by such employee immediately prior to such promotion, or to the lowest step in the salary range of such higher classification, whichever results in a greater increase.

2. After promotion to a higher classification, or transfer to a classification to which a higher salary range is assigned, such employee will be eligible for regular step increases for their new classification.

VIII. ANNIVERSARY DATE

A. DATE OF INITIAL HIRE

For all purposes, except eligibility for salary increases, which uses the date of promotion to a higher classification, a unit employee's anniversary date, including Police Officer Trainee, shall be the date of initial hire with the City as a salaried full-time employee.

In cases of reemployment of a unit employee who has left the City for longer than one (1) year, the anniversary date shall be the effective date of reemployment as a salaried full-time employee.

B. LIMITATIONS

Salary range adjustments for a classification will not set a new salary anniversary date for unit employees serving in that classification.

IX. EQUIVALENT BIWEEKLY, MONTHLY AND ANNUAL RATE

A. Equivalent biweekly pay rate shall be determined by multiplying the hourly rate by eighty (80) hours.

B. Equivalent annual pay rate shall be determined by multiplying the hourly rate by two-thousand eighty (2,080) hours.

C. Equivalent monthly pay rate shall be determined by dividing the annual rate by twelve (12) months.

D. FREQUENCY OF PAYCHECK ISSUANCE

Current unit employees shall be paid bi-weekly, once every two (2) weeks, by direct deposit.

E. PAYROLL WITHHOLDING CHANGES

1. Unit employee must submit any changes in payroll withholdings at least fourteen (14) calendar days in advance of the implementation of said withholdings.

2. If a unit employee, due to an emergency situation, requests to have withholding to be effective in less than fourteen (14) calendar days, they may appeal to the City's Human Resources Director who may grant or deny employees request.

1. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

City agrees to provide a deferred compensation plan for unit employees covered herein pursuant to IRS Code Section 457.

B. PLAN DOCUMENTS AND RULES

Plan documents and participation rules under Section 457 are maintained by and available from the Human Resources Department.

C. CHANGING YOUR CONTRIBUTION

Unit employees may reduce or increase the amount of their bi-weekly deferred compensation contribution at any time with advance written notice on the appropriate form to the Human Resources Department.

D. LIMITATIONS

The City does not warrant that amounts deposited in the deferred compensation plans are "qualified" for tax deferral and is not to be held liable for such tax payments as may be determined assessable.

XIII. SENIOR POLICE OFFICER CLASSIFICATION

B. PURPOSE

The Senior Police Officer classification was created to provide a working supervisor and lead officer to subordinate police department employees.

C. SALARY

The top salary, Step 5, for Senior Police Officer classification shall be five percent (5%) higher than that of the Police Officer classification Step 5.

D. NUMBER OF AUTHORIZED SENIOR POLICE OFFICERS

The City agrees to maintain twenty (20) Senior Police Officer positions.

X. ACTING PAY

A. ELIGIBILITY

1. Any unit employee who is required in writing to, and does act and perform duties included within a vacant higher classification and which are broader than the specifications governing such employee's position shall be eligible for acting pay upon written approval by the Police Chief and the City Manager.

2. To be eligible, the unit employee must have actually worked in the acting higher classification a minimum of five (5) consecutive scheduled work days, including official paid holidays.

3. To be eligible, the unit employee who is a supervisor must actually work in the acting classification a minimum of one-week scheduled work-, including paid holidays.

4. Unit employees shall not serve in an acting assignment for longer than 960 hours per fiscal year.

B. COMPENSATION

1. A unit employee approved for acting pay:
   a) Shall be paid the hourly rate for the acting classification which is a minimum of five percent (5%) above the current base salary of the employee's permanent position, or Step "1" of the acting classification whichever is greater; and

   b) Shall in no instance be entitled to be paid more than Step "5" of the acting classification.

2. During that period of acting service, a unit employee shall be paid at the acting pay rate when off on an official City holiday or sick leave, but not on a leave of absence exceeding 30 days.

3. A unit employee working overtime or call back during acting assignment shall be paid at the acting pay rate for such time.

4. A unit employee receiving acting pay, as set forth above shall continue to receive the benefits associated with his/her permanent position and not the benefits associated with the acting position.

XI. FIELD TRAINING OFFICER PAY

A. PURPOSE

The purpose of the Field Training Officer (FTO) program is to have experienced sworn and non-sworn employees help train and develop new employees in their skills, abilities and knowledge.

B. APPOINTMENT AND LENGTH OF ASSIGNMENT

The Chief of Police has the total discretion as to what employees shall be assigned as a FTO.

C. COMPENSATION

1. Employees assigned to serve as a FTO who work a shift in the Hybrid 3 13.5-13.5-13.0 work schedule shall be compensated thirty-three dollars ($33.00) per shift, in which they serve as and FTO.

2. If an FTO works a shift in the 4/10 (weekday) schedule, the compensation shall be twenty-five dollars ($25.00) per shift.

XII. BILINGUAL PROGRAM

A. PURPOSE

1. The purpose of the Bilingual Program is to provide linguistic assistance for non-English speaking person(s) who represent a large segment of the community.

2. The service is provided through certain selected unit employees who have been certified as proficient in a designated foreign language that is regularly utilized in providing services to the community.

B. QUALIFICATION

1. Unit employees that deal with the public and are in designated classes eligible to serve as a bilingual translator and pass a test given by the City to be certified to qualify.

2. The Human Resources Department will conduct the proficiency tests, as needed, in designated languages.

3. The Human Resources Department will then certify an eligible list of qualified bilingual translators so certified to perform technical bilingual skills including reading, writing, and translation.

C. COMPENSATION

Eligible certified unit employees shall receive compensation in the amount of one-hundred seventy-five ($175.00) dollars per month above their base salary.

XIII. SPECIAL ASSIGNMENT PAYS

Effective July 1, 2019, Employees assigned to the following special assignments shall receive special compensation of two percent (2%) for each hour worked. Effective July 1, 2020, the special compensation will be increased from two percent (2%) to three percent (3%).

1. Detectives;

2. Mental Health Evaluation Team;

3. Gang Investigators;

4. Narcotics Investigators;

5. Traffic Investigators (i.e., Motor Officers);

6. LA Impact;

7. DEA Task Force;

8. Support Services Unit; and

9. Crime Suppression Unit.

In the event the City changes the titles of special assignment positions, those persons performing substantially similar functions to the positions listed above shall be entitled to special assignment pay.

The City is not required to maintain any given special assignment position.

XIV. P.O.S.T. AND EDUCATIONAL INCENTIVE PROGRAM

A. PURPOSE

The purpose of the educational incentive program is to motivate unit employees to achieve higher educational and professional law enforcement-related standards, and enhance career development.

B. COMPENSATION

1. Unit employees who qualify for the following P.O.S.T. certificates or who have obtained a bachelor's degree (BA/BS) shall receive additional compensation above their base salary as follows:

P.O.S.T. PAY	
• **Intermediate P.O.S.T. Certificate or BA/BS in any major**	
Police Officer	5%
Senior Police Officer	5%
Police Sergeant	5%
• **Advanced P.O.S.T. Certificate or BA/BS in Administration of Justice, Criminal Justice or equivalent degree**	
Police Officer	10%
Senior Police Officer	10%
Police Sergeant	10%

2. Such compensation shall commence on the pay period following the eligible unit employee either 1) meeting the eligibility requirements for the P.O.S.T. certificate, or 2) possession of a Bachelor's Degree and submitting documentation to Human Resources.

C. LIMITATIONS

This extra compensation shall be awarded only for the highest achieved certificate as specified in the above section.

XV. LONGEVITY PAY

A. PURPOSE

The purpose of Longevity Pay is to act as a retention incentive for employees who have attained designated levels of experience. Accordingly, employees who have the requisite years of full-time sworn law enforcement service (for sworn classifications), or years of full-time service with a POST-Certified California law enforcement agency (non-sworn) shall receive Longevity Pay, as set forth below. Years of service must be with the City, provided however, a unit employee may count up to five (5) years of related service with another agency for attainment of the 25-year Longevity Pay, only.

B. COMPENSATION

Eligible unit employees shall receive the following longevity compensation upon commencement of their 20th or 25th year of service:

LONGEVITY		
CLASSIFICATION	**20 Years**	**25 Years**
Police Sergeant/Adv POST	$870	$870 + 8% of base salary*
Senior Police Officer/Adv POST	$780	$780 + 8% of base salary *
Police Officer/Adv POST	$745	$745 + 8% of base salary *
Communications Operator Supervisor	$605	$605 + 8% of base salary *
Communications Operator	$550	$550 + 8% of base salary *
Property and Evidence Specialist	$540	$540 + 8% of base salary *
Community Service Officer	$520	$520 + 8% of base salary *
Jailer	$470	$470 + 8% of base salary *
Parking Enforcement Officer	$435	$435 + 8% of base salary *

***In the event there are six (6) or more members who qualify for the 25-year longevity step at any one time, the parties agree to immediately discuss possible revisions to the longevity bonus structure.**

XVI. QUARTERLY RANGE PAY

A. REQUIRED TO ATTEND RANGE QUALIFICATION

Unit employees required by Police Management to attend range qualification for firearm qualifications outside their regular schedule shall be compensated for the actual time spent qualifying at the range with a minimum of two (2) hours at 1.5 times their regular rate of pay.

B. PERISHABLE SKILLS TRAINING

Police Management may require unit employees to attend Perishable Skills Training on or off-duty in addition to firearm qualifications.

XVII. TEMPORARY ASSIGNMENTS

A. LIMITATIONS

All assignments and assignment pays, skill pays and additional compensation including but not limited to those referenced herein (acting pay, FTO, bilingual pay, motorcycle duty pay, etc.) above are:

- Temporary assignments,
- Not a separate job classification,
- Do not have civil service status,
- Are not subject to civil service selection procedures, appeals or seniority,
- Do not have any property rights, and
- May be revoked by Police Management at any time for job related reasons or operational necessity.

B. NOT ENTITLED TO ADMINISTRATIVE APPEAL

1. Unit employees assigned to these and other extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons. If such a transfer occurs, the unit employee shall not be entitled to an administrative appeal unless the unit employee alleges the transfer was for punitive/discipline reasons

2. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a unit employee to receive an administrative appeal pursuant to Government Code section 3304 or White v. County of Sacramento (1976) 31 Cal.3d 676, unless the removal is imposed for disciplinary or punitive purposes.

ARTICLE THREE:

WORK PERIODS, SCHEDULES AND OVERTIME

I. ESTABLISHING AND POSTING WORK SCHEDULES

A. The City shall establish work schedules for unit employees. The work schedule shall specify the days of the week and the daily starting and quitting times.

B. Work schedules shall be posted by the City in such a manner so all employees may be aware of the work schedule.

II. WORK PERIODS – UNIT EMPLOYEE

A. SEVEN (7) DAY WORK WEEK

The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be a fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

B. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES BEGINNING/ ENDING

The seven (7) day work period shall begin on Monday at 12:00 a.m. and end on Sunday at 11:59:59 p.m. except as modified by Police Management.

III. WORK SCHEDULES/WORK SHIFTS

A. CITY WORK SCHEDULES

City work schedules shall be as herein defined, except as otherwise provided for in this agreement:

1. 5/40 Work Schedule:

The 5/40 work schedule shall consist of five (5) consecutive workdays consisting of eight (8) consecutive work hours in each seven (7) consecutive calendar day period, inclusive of any meal periods assigned by Police Management.

2. 4/10 (Weekdays) Work Schedule:

a) The weekdays 4/10 work shift shall consist of three (3) shifts (Day shift, Swing shift, and Graveyard).

b) Weekday shift will cover Tuesday through Friday.

c) The weekday shift shall consist of a four (4) ten (10) hour shift per week.

d) It is the goal of the City that shifts should consist of one (1) Police Sergeant, one (1) Senior Officer, and three (3) Police Officers (four (4) Officer shifts) as a minimum.

e) In the event of an emergency, Police Management may alter the work schedule for the duration of the emergency.

3. 3x13.0; 13.50;13.50 (Weekends) "Hybrid" Work Schedule:

a) The weekend: Saturday and Sunday 13.5 hours each; Monday 13.0 hours work shift shall consist of two (2) fully staffed shifts and one (1) cover shift (Dayshift, Cover shift, or Graveyard).

b) The weekend work will cover Saturday through Monday.

c) The weekend shift shall consist of two (2) thirteen (13) hours and thirty (30) minute shifts and one (1) thirteen (13) hours shift per week.

d) It is the goal of the City that day shift and graveyard shift should consist of one (1) Sergeant, one (1) Senior Officer, and four (4) Police Officers (five (5) Officer shifts).

e) The cover shift should consist of one (1) Police Sergeant and two (2) Police Officers (two (2) Officer shifts).

f) In the event of an emergency, Police Management may alter the work schedule for the duration of the emergency.

4. Elimination of 3x13.0; 13.50; 13.50 "Hybrid" Work Schedule

a) Upon elimination of the Hybrid schedule, if ever, the FTO pay shall return to twenty-five dollars ($25.00) per shift, up to one-hundred dollars ($100.00) in a workweek.

b) Upon elimination of the "Hybrid" work schedule, if ever, the work schedule shall revert to a 4/10 work schedule.

B. SHIFT BIDDING

Employees shall bid shifts every four months, a minimum of 2 weeks prior to the deployment. Shifts shall be bid by seniority, defined as time in rank. For special assignments, however, seniority is defined by time in that specific assignment. All ties shall be broken by overall City seniority.

IV. PUNCTUALITY/TARDINESS

A. POLICY

It is a job requirement for all unit employees to report to work at their required work schedule starting time. Lack of punctuality has a negative impact on City's work productivity and therefore tardiness shall not be tolerated.

B. NO PAY FOR TARDINESS

Any unapproved tardiness time that is seven (7) minutes or more from the unit employee assigned work starting time shall be unpaid and the employee shall be "Docked" for the time so tardy in increments of fifteen (15) minutes or more.

C. NO USE OF LEAVE TIME BENEFITS

Unit employees who are "Docked" any time for unapproved tardiness may not use any accumulated leave time benefits (Annual Sick Leave or Sick Leave Bank) to cover tardy unpaid time unless approved by the department head or their designee.

D. DISCIPLINARY ACTION

Any unit employee who is continually tardy on a continuous basis, including one (1) minute or more late for his/her work starting time, may be subject to appropriate disciplinary action.

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V. OVERTIME

A. POLICY

It is policy of the City that overtime work is to be discouraged. All overtime work must be approved in advance by the Police Chief or designee. Employees who work overtime without prior authorization may be subject to discipline. Whenever the public interest or necessity requires it, the Police Chief may require any unit employee to perform overtime work.

B. DEFINITION AND ELIGIBILITY

FULL TIME UNIT EMPLOYEES – 40 HOURS PER 7 DAY WORK PERIOD

Full-time unit employees who are required to work in excess of their regularly scheduled forty (40) hour work week, shall be paid overtime at one and one-half (1.5) times their regular rate for all hours worked in their work period in excess of forty (40) hours, except as provided below.

C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME

Each workday a unit employee is off-duty on an authorized paid leave of absence, e.q., holiday, vacation leave, comp time, except for sick leave, during the scheduled workweek shall be considered hours worked by the unit employee for the purpose of establishing eligibility for overtime in the seven (7) day work period.

D. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE

1. Overtime shall be credited in increments of fifteen (15) minutes or more per work day.

2. Time so worked of less than seven (7) minutes of an hour shall be considered incidental and shall not be credited.

3. Time worked in excess of seven (7) minutes shall be rounded up to fifteen (15) minutes for overtime credit.

E. REGULAR DAY OFF WORKED

Unit employees required to work on a regularly scheduled day off shall receive overtime pay for hours actually worked at 1.5 times their regular rate of pay.

F. REGULAR RATE OF COMPENSATION – 40 HOUR WORKWEEK

The regular rate for employees on a forty (40) hour week work schedule shall be 1/173.33 of the employee's monthly salary. The regular rate shall be determined in accordance with the requirements set forth in the Fair Labor Standards Act (FLSA).

VI. TIME WORKED

A. TIME WORKED – 7 DAY WORK PERIOD

The following activities shall not be considered work time, except as provided for in this MOU:

1. Leave of absence taken for sick leave or IOD.
2. All travel time to work and returning home in either personal or City vehicle.
3. All time in off-duty training assignments (Homework, study time, mealtime, sleep time, etc.) except as otherwise provided by this MOU or pursuant to FLSA.
4. All off-duty travel to training sites and returning home, except as otherwise provided for by this MOU or pursuant to FLSA.
5. All time putting on/taking off uniforms, unless required by law.
6. All time for personal preparation and clean up or pursuant to FLSA.
7. All off-duty time spent in vehicle and/or, equipment.
8. All time assigned on standby assignment and/or assigned electronic recall devices.
9. Any time spent by unit employees in an Employee Wellness Program (EAP).

VII. WORK TIME/NON-WORK TIME – OUT OF TOWN TRAVEL AND TRAINING TIME

A. ADVANCED APPROVAL

All out-of-town trips and training time, including attendance at lectures, meetings, training programs and similar events must be approved in advance by the Police Chief.

B. ONE DAY TRAVEL TRIPS

One-Day Trips travel time for training programs is not counted as time worked, if a unit employee is traveling to another location and travel time is comparable to the normal commute time. Any meal period while traveling is not time worked.

C. OVERNIGHT TRIPS

1. On Overnight Trips the unit employee's normal hours of work shall exclude meal time and sleep time. The City shall count as time worked either the time spent driving or the time it would have taken on the public transportation, if the employee is offered public transportation and chooses to travel by automobile.

2. Any trip or training time not authorized by the Chief of Police or designee is not treated as time worked if all of the following criteria are met:

   a) Attendance is outside the employee's normal working hours;

   b) Attendance is voluntary;

   c) The training course is not directly related to the unit employee's job; and

   d) The unit employee does not perform any significant job-related work while in attendance.

3. If a unit employee voluntarily attends a conference, seminar, a school, college, university, or trade school after hours, the time is not considered as time worked even if the City contributes any incidental expenses. A unit employee's voluntary training for another job or training to add new or additional skills is not considered as directly related to the unit employee's job.

D. TRAINING DAY OCCURS ON EMPLOYEE WORK DAY

If a unit employee is assigned to a full day of training of eight (8) hours or more on their scheduled work day, then said training day shall serve as the affected unit employee's full work day.

VIII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES

A. BREAK-REST PERIOD DEFINED

Break-rest periods must be earned as any other benefit and are computed at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.

B. BREAK-REST PERIOD SCHEDULING

1. Break-rest periods are scheduled and/or rescheduled by Police Management so as not to impair service and as job requirements dictate.

2. Unit employees may receive:

   a) Two (2) paid break-rest periods of fifteen (15) minutes each for each scheduled work day actually worked; and

   b) One (1) paid break-rest period of fifteen (15) minutes for each four (4) consecutive hours of overtime worked.

C. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION

The duration of a break-rest period shall consist of fifteen (15) minutes of cessation of work and will include time involved in going to and from a rest area unless otherwise authorized by this MOU.

D. LIMITATIONS

1. Break-rest periods are non-cumulative and shall not be added to any meal time, vacation, or any other form of authorized absence from work, unless authorized by Police Management.

2. Break-rest periods may not be used within the first or last two (2) hours of the scheduled work period or the end of a work shift unless authorized by Police Management.

IX. MEAL TIME

A. MEAL TIME SCHEDULING

The schedule for meal times shall be determined by Police Management in consideration of the continuity of services provided to the public and the convenience of the unit employee.

B. MEAL TIME ONE-HALF (½) HOUR DURATION

1. The normal paid meal time shall be one-half (0.5) hour in duration.

2. In no case will paid meal time be permitted to exceed one (1) hour, unless approved by Police Management.

C. LIMITATIONS

1. Meal time is non-cumulative and shall not be added to any break-rest time, vacation, or any other form of authorized absence from work, unless authorized by Police Management.

2. Meal time may not be used at the beginning or the end of a work shift unless authorized by Police Management.

3. All meal time taken is considered on-duty subject to call for both sworn and non-sworn unit employees.

X. CALL BACK PAY (UNSCHEDULED)

A. PURPOSE

1. Call-back work is unscheduled time worked performed by an off-duty unit employee called-back to work after they have completed their regular work schedule and have left the work area or are on their day off.

2. The City shall, when possible, make available to qualified unit employees an equitable distribution of call-back work within their assigned section.

B. COMPENSATION

1. The unit employee eligible for Call-back pay as set forth in this section and if their actual Call-back time is two and three quarters (2.75) hours or less they shall be compensated a minimum guarantee of four (4) hours of straight time pay.

2. If the unit employee eligible for Call-back pay as set forth in this section and if the actual Call-back time is more than two and three quarters (2.75) hours, they shall be compensated at time and one-half (1.5) at their regular rate of pay for all hours worked on their Call-back assignment.

C. LIMITATIONS

1. The four (4) hour minimum shall not apply if the unit employee is called-in 30 minutes or less prior to the unit employee's regularly scheduled work shift and instead shall receive overtime pay at one and one-half (1.5) times the unit regular rate of pay. for the 30 minutes worked

2. Another call back during the original or initial four (4) hour period shall not be treated as a new call back and shall not require a new four (4) hour minimum and all such subsequent Call-backs, shall be for actual hours worked plus reasonable travel time. In this event, the unit employee shall be paid for the actual time worked.

XI. ON-CALL DUTY PAY

A. DEFINITION

On-Call Duty for unit employees shall be defined as that circumstance which requires a unit employee to:

1. Be ready to respond immediately to a call for service;

2. Be readily available at all hours by telephone, pager or other communication equipment;

3. Refrain from activities that might impair his/her assigned duties upon call; and

4. With the approval of the City Manager, the Chief of Police may assign a unit employee or group of unit employees to On-Call Duty.

B. ASSIGNMENT

1. On-Call duty is normally assigned in one-week increments; and

2. On-Call duty will be distributed among those employees deemed qualified and competent by Police Management.

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C. COMPENSATION

1. Unit employees who are assigned by the Chief of Police to On-Call duty shall receive One-Hundred Seventy–Five Dollars ($175.00) per week for On-Call duty.

2. Where an assignment is for less than a full week the allowance will be prorated based on the period assigned to On-Call duty.

3. If called to duty while on On-Call duty, the unit employee shall be compensated in accordance with the applicable Call-Back policy and the On-Call allowance shall not be interrupted.

D. NOT ELIGIBLE FOR ON-CALL PAY

1. It is agreed that other unit employees may have a responsibility to respond to paging or phone messages, and if contacted may be ordered to respond under the Call-Back provisions of the MOU, but are not required to On-Call under the terms of this MOU.

2. The use of pagers, cell phones or other communication devices is voluntary unless the employee is placed in On-Call assignment.

XII. COURT, PAROLE, and DMV ON-CALL

Unit employees who are placed on-call for court, parole or DMV proceedings shall receive two (2) hours straight time compensation for each morning session and two hours straight time compensation for each afternoon session spent in such on-call capacity.

A unit employee who is called to testify shall, in lieu of on-call pay for that particular court session, be paid at time and one-half the employee's regular hourly rate for his or her actual time spent in court, with a minimum of 2.75 hours (i.e. equal to 4 hours straight time pay).

XIII. ASSIGNMENT OF OVERTIME

Except as otherwise provided for in this MOU, Police Management retains the right to determine the assignment of overtime or stand-by to any qualified unit employee based upon availability, eligibility and seniority.

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XIV. COMPENSATORY TIME

A. ELIGIBILITY

Unit employees may choose to have overtime hours worked or compensated at the rate of one and one-half (1½) times the employee's regular rate of pay or converted to compensatory time in-lieu of overtime payment.

B. ACCUMULATION OF COMPENSATORY TIME BANK

1. Compensatory time will be accumulated on the basis of one-and-one-half (1 ½) hours for each one (1) hours worked in excess of the scheduled workday or workweek.

2. The maximum number of compensatory hours that may be accumulated is two-hundred (200) hours, which shall be paid to the unit employee upon separation from service for any reason.

3. Any additional overtime will be automatically paid to the unit employee on the succeeding paycheck.

4. In the last full pay period in June each year, employees shall have the option to cash out up to 125 hours of CTO at employee's regular rate.

C. SCHEDULING AND USE OF COMPENSATORY TIME

1. The scheduling of compensatory time off shall be handled the same as the scheduling of vacation time off.

2. Accumulated compensatory time may be utilized as paid leave on a straight time hour for hour basis at the mutual convenience of management and the unit employee.

D. PAY OUT OF COMPENSATORY TIME UPON SEPARATION FROM SERVICE

In the event of separation from the City for any reason, the unit employee shall be entitled to cash payment of one-hundred percent (100%) of his/her accumulated unused compensatory time at employee regular rate.

XV. COURT TIME PAY

A. COMPENSATION

Unit employees, who attend court while off duty, shall be paid at time and one half their regular rate for all time spent in court, with a minimum of 2.75 hours (equal to 4.125 hours of straight time pay).

B. REQUIREMENT

1. Employees required to make court appearances shall clock in with subpoenas while first arriving at station or court house and punch out the subpoena when the officer concludes their court appearance.

2. On-Call subpoenas are considered court appearance subject to this section.

3. If the unit employee voluntarily elects to go "On-Call" for court and does not physically appear it is understood they do not receive court time compensation.

4. Employees are not entitled to Court Time Pay for their own personal court appearances.

ARTICLE FOUR:

SUPPLEMENTAL BENEFITS

I. RETIREMENT

A. CALPERS RETIREMENT BENEFITS

The City agrees to provide retirement benefits to eligible unit employees hired prior to ratification of this contract under the California Public Employees' Retirement System (CalPERS) as follows:

Government Code Section	Benefit
20042	**One Year Final Compensation**: For Classic Members, final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
7522.32	**Three Year Final Compensation:** For PEPRA members, provides that final compensation means the highest average annual pensionable compensation earned by a member during a period of at least 36 consecutive months. Also prohibits a public employer from adopting a final compensation period of less than three years for classic members who are currently subject to a three-year final compensation period.
20055	**Prior Service Credit:** Unit employees may be eligible to purchase prior service credit.
20124	**Military Service Credit as Public Service:** Unit employees may elect to purchase up to four (4) years of service credit.
20965	**Credit for Unused Sick Leave:** Unit employees may be eligible to convert unused sick leave hours at time of retirement to additional service time.
21329	**Two percent (2%) COLA:** Beginning the 2nd calendar year after the year of retirement, retirement and survivor allowances will be adjusted annually on a compound basis of two percent (2%); the adjustment may not be greater than the change in the CPI.
21354	**2% @ 55 for Local "Classic" Miscellaneous Members:** Base retirement plan of two percent (2%) at age 55 for eligible unit employees hired before 12/30/12.
21353	**2% @ 60 for Local "Classic" Miscellaneous Members:** Base retirement plan of two percent (2%) at age 60 for all eligible unit CalPERS members hired on or after 12/30/12.
7522.20	**2% @ 62 for Local "New" Miscellaneous Members:** Base retirement plan of two percent (2%) at age 62 for new CalPERS members
21362.2	**3% @ 50 for "Classic" Safety Members**: Base retirement plan of

	three percent (3%) at age 50 for eligible unit employees hired before 12/30/12.
	3% @ 55 for "Classic" Safety Members: Base retirement plan of three percent (3%) at age 55 for eligible unit employees hired on or after 12/30/12.
	2.7% @ 57 for "New" Safety Members: Base retirement plan of two and 7/10 percent (2.7%) at age 57 for all new CalPERS members
21551	**Death Benefit Continues:** Provides that death benefits paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry.
21574	**Fourth Level of 1959 Survivor Benefit:** Benefits are paid monthly to certain survivors of a unit employee who dies before retirement.
21620	**Retired Death Benefit $500:** Upon the death of a retiree, a one-time lump sum payment of five-hundred dollars ($500) will be paid to the retiree's designated survivor(s), or to the retiree's estate.
21624 and 21626	**Post Retirement Survivor Allowance:** Provides surviving spouse fifty percent (50%) of the amount of retirement allowance, dependent on option choices, as it was at time of death of retiree.

B. DEFINITION OF NEW MEMBER AND CLASSIC EMPLOYEES

The City contracts with CalPERS for retirement benefits. As a result of the Public Employees' Pension Reform Act of 2013 ("PEPRA"), new member employees and classic employees receive some different benefits. The definitions of "new member" and "classic member" are as follows:

New Member

Government Code section 7522.04(f) defines "new member" as follows:

(f) "New member" means any of the following:

(1) An individual who becomes a member of any public retirement system 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 individual who becomes a member of a public retirement system 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 subdivision (c) of Section 7522.02.

(3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

Classic Member
CalPERS refers to all members who do not fit the definition of new member as a classic member.

C. EMPLOYEE PORTION OF SAFETY (SWORN) OF CALPERS RETIREMENT

All "Classic" Safety members shall continue to pay a total of nine percent (9%) of employee share of CalPERS contribution. All "New" Members will pay 50% of the total normal cost rate.

D. EMPLOYEE PORTION OF MISCELLANEOUS (NON-SWORN) OF CALPERS RETIREMENT

All "Classic" Miscellaneous employees shall continue to pay a total of seven (7%) of employee share of CalPERS contribution. All "New" Members will pay 50% of the total normal cost rate.

II. MISCELLANEOUS (NON-SWORN) – RETIREMENT BENEFIT – PARS "0.5% STACK"

A. ADDITIONAL RETIREMENT BENEFIT

The City will provide an additional retirement benefit referred to as "PARS 0.5% Stack Plan" through the Public Agency Retirement Services (PARS).

New PEPRA guidelines prohibits a public employer from offering the PARS 0.5% Stack Plan to any employee that was not covered by an existing plan prior to January 1, 2013.

B. MISCELLANEOUS (NON-SWORN) UNIT EMPLOYEE PAYMENT SHARE

1. All non-sworn unit employees will pay one and one-half percent (1.5%) of their salary to the City to help pay for the increased cost to the City for the "PARS 0.5% Stack Plan".

C. ELIGIBILITY

1. All non-sworn unit employees who have worked full-time for the City for at least five (5) years shall be eligible to receive "PARS 0.5% Stack" Retirement Benefits upon their retirement from the City.

D. LIMITATIONS

1. Eligible non-sworn unit employees as set forth in this section must retire from the City of Huntington Park to receive the "PARS 0.5% Stack" benefit.

III. HEALTH INSURANCE

A. HEALTH INSURANCE – CalPERS MEDICAL PLANS

The City will provide unit employees, their eligible dependents and retirees and their eligible dependents with medical insurance provided through the California Public Employees' Retirement System under the Medical and Hospital Care Act (PEHMCA).

B. HEALTH INSURANCE – CITY CONTRIBUTION

1. The City shall contribute on behalf of each unit employee an amount equal to 100% of the cost of the employee's insurance plan (i.e. Employee Only, Employee plus One Dependent, Employee Plus Two or more Dependents) not to exceed the cost of the respective plan of the Kaiser Permanente (HMO)-Los Angeles Region Plan available through (PEMHCA).

2. Effective once during each fiscal year, at the time rate changes are implemented by CalPERS, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee plus One Dependent, Employee plus Two or More Dependents) equal to the Kaiser-Permanente California – L.A. Region CalPERS approved HMO plan.

IV. RETIREE HEALTH INSURANCE

A. ELIGIBILITY

A unit employee who subsequently retires from the City of Huntington Park and who qualifies as set forth in the following shall receive the following retiree Health Insurance Benefits upon official retirement from the City of Huntington Park. The intent of the parties is that entitlement to receive retiree health benefits is a vested benefit according to the plan in effect on the date an employee commences employment with the City. The inclusion of this vesting language is to comply with the Supreme Court's decision in M&G Polymers v. Tackett, 135 S.Ct. 926, 935 (2015), requiring that the intent to vest a benefit be explicitly set forth.

B. RETIRED HEALTH INSURANCE BENEFIT

1. All unit employees who officially retire from the City of Huntington Park with at least five (5) years of full-time service with the City of Huntington Park, the City shall pay one-hundred percent (100%) of the maximum level of the City's contribution based on the Basic Kaiser Permanente – L.A. Area Region monthly health premium for those eligible retired unit employees under the California Public Employee's Medical and Hospital Care Act or other health insurance and all other form of health insurance for these retired employees and their dependents.

2. Effective January 1, 2011, for retired unit employees who are eligible for Medicare, the City's contribution shall be solely based upon Kaiser Permanente – L.A. Area Region Supplement/Managed Medicare monthly health premium or the Combination of both Basic (meaning non-Medicare basic medical coverage) and the Kaiser Medicare monthly health premium.

3. The City agrees to defend and indemnify and hold harmless the POA against all claims and/or other forms of liability arising from provisions of Article Four, Section IV, B-2 of this MOU.

4. These qualifying requirements shall be waived for unit employees who retire from City service on an Industrial Disability Retirement.

C. RETIRED HEALTH INSURANCE BENEFIT FOR EMPLOYEES HIRED AFTER RATIFICATION OF THIS CONTRACT AND ONCE CALPERS CONTRACT IS AMENDED.

1. All new unit employees hired after ratification of this contract and once CalPERS contract is amended, will not be eligible for retiree medical benefits beyond the minimum allowed by CalPERS.

   The City will establish a Health Savings Account (HSA) by July 1, 2020 Contributions into the HSA will be solely the employee's responsibility.

V. HEALTH INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON-PERSABLE)

Unit employees may elect to discontinue participation in, "opt out," of the CalPERS Health Plan medical insurance coverage. The intent of this provision is to share premium savings that the City will incur as a result of a unit employee canceling City coverage.

A. EMPLOYEE SPOUSES/DEPENDENTS NOT ELIGIBLE FOR OPT-OUT

1. For these medical plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:

   a) Individual coverage; or

   b) One (1) employee may select a plan and list the spouse as a dependent.

2. A unit employee who is covered as the dependent of a City employee in the City plan is eligible for single-party rate "opt-out" compensation.

3. Unit employees may not both insure each other or the same dependents.

B. PROOF OF COVERAGE/WAIVE CITY LIABILITY

1. Unit employees electing to cancel City health insurance coverage for themselves and all eligible family members must provide proof.

   a) The unit employee is not receiving Medicare or Medical.

   b) The unit employee must sign a document stating his/her desire to waive their City medical insurance coverage.

   c) The unit employee has coverage through another (non-City) benefit plan end year prior to open enrollment (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City's health insurance plan.

C. OPT-OUT CASH VALUE (NON-PERSABLE)

1. Unit employee's electing to opt out will receive the taxable cash (non-PERSable) value of one-half (0.5) of the monthly medical premium rate for which the unit employee would have qualified had the qualified unit employee not "opted-out" payable in two equal amounts and added to the first and the next subsequent paycheck of each month. If, for any reason, CalPERS determines that unit employees may not "opt out", this program becomes null and void.

D. RE-ENROLLMENT IN CITY HEALTH INSURANCE PLAN

1. After electing the Opt-Out provision, a unit employee and their dependents who later request to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier. Coverage will commence per the plan document.

2. A qualifying event shall be defined as set forth in the CalPERS medical plan, a copy of which is available to unit employees in the Human Resources Department.

VI. DENTAL INSURANCE

A. BENEFITS – DELTA CARE/PMI PLAN

1. Benefits – DeltaCare/PMI Plan. The City shall contribute an amount, equal to the DeltaCare/PMI premiums, but not to exceed the cost of coverage for an Employee plus Two or More Dependents, on a monthly basis towards an employee's choice of dental plans made available and administrated by Delta Dental Plan.

2. Effective once during each fiscal year, at the time rate changes are implemented by Delta Care PMI, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) to equal the corresponding Delta Care PMI monthly premium.

B. LIMITATIONS – DELTA PREFERRED OPTION PLAN

Unit employees who choose the Delta Insurance Delta Preferred Option Plan shall pay the difference in monthly premium between the Delta/PMI Plan and Delta Preferred Option Plan.

C. DENTAL INSURANCE BENEFITS – LIMITATIONS

The Dental Insurance coverage shall cease for unit employees upon termination, including retirement, at the end of the month after the unit employee terminates City employment.

VII. LIFE INSURANCE

A. BENEFIT

1. The City shall pay the full monthly premium for unit employees for Term Life Insurance Group coverage of $100,000.

2. Said Life Insurance benefit shall include coverage for Accidental Death and Dismemberment (AD&D).

B. LIMITATION

This Life Insurance Plan Coverage shall cease upon the unit employee termination from City employment.

VIII. VISION CARE INSURANCE

A. BENEFIT

1. Effective July 1, 2010, the City shall pay the full monthly premium for the unit employee up to Employee plus Two or more Dependents category for Vision Care Insurance.

2. Effective once during each fiscal year, at the time rate changes are implemented, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for the vision care insurance monthly premium.

3. The vision care insurance coverage shall cease upon the unit employee's termination from City employment.

IX. LONG TERM DISABILITY INSURANCE

A. PURPOSE

The City has a Long-Term Disability insurance policy intended to augment the annual sick leave accrual and sick leave bank programs and provide certain income protection for unit employees up to one (1) year.

B. BENEFIT

1. The City shall pay the full monthly premium for the Long-Term Disability Insurance Plan Coverage for unit employees.

2. Long Term Disability may be used by sworn unit employees for non-work-related injuries or illnesses and may be used by non-sworn unit employees for either work or non-work-related injuries or illnesses, in accordance with City Policy and the insurance company carriers qualifying rules and regulations.

3. Long Term Disability Insurance benefits shall be paid to eligible unit employees in accordance with the policies established by the insurance carrier's written policy rules and regulations for qualifying and a thirty (30) calendar day waiting period established by the insurance carrier before benefits can be paid.

C. LIMITATIONS

1. The unit employee must use all their accumulated annual sick leave hours, and all accumulated sick leave bank time before being eligible to receiving Long Term Disability benefits.

2. Accumulated sick leave may be used in separate thirty (30) calendar day periods.

3. This Long-Term Disability Insurance Plan shall cease upon the unit employee's termination from City employment.

X. UNIFORMS ALLOWANCE AND ISSUED UNIFORM EQUIPMENT – SWORN UNIT EMPLOYEES

A. PURPOSE

1. The purpose of uniform allowance is to provide sworn unit employees funds for the future purchase, replacement, and cleaning of uniforms and clothing.

2. Additionally, the funds are provided to compensate for all time expended in cleaning and maintaining required uniform equipment in proper order.

3. Unit employees, except employees on IOD status, who have been on an unpaid leave of absence for any reason from active service for any time in excess of forty-two (42) calendar days, shall have the monthly pro-rated value of the annual uniform and cleaning allowance deducted from their installment payment for each month these conditions are applicable.

B. SWORN EMPLOYEES-POLICE TRAINEE/LATERAL POLICE OFFICER UNIFORMS – ONE-TIME PURCHASE ORDER

1. Upon taking oath of office as a Police Officer Trainee or Lateral Police Officer for the City, Police Officer Trainees or Lateral Police Officers shall receive a one-time purchase order for uniform clothing and equipment purchases in lieu of issue.

2. This one-time uniform clothing and equipment purchase order shall be used toward purchase of the following items:

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Uniform Pants
- 1 Pants Belt
- 1 Tie & Tie Clip
- 1 Winter Jacket
- 1 Soft Hat
- 1 Set of Rain Gear (Hooded jacked, pants, rubber boots)
- 1 set black BDU's
- 1 Name tag
- Helmet and Face Shield with carry bag mask
- Vest with one cover
- Trauma First Aid Kit

SAM BROWN UTILITY BELT WITH:

- 2 Handcuffs, key & cases
- Asp (Expandable baton) and case
- OC (Pepper Spray) & case
- Standard duty weapon
- 4 double snap keepers
- Radio holder
- Holster to match standard duty weapon
- 3 ammunition magazines
- Baton belt ring
- Baton
- Key ring

3. Some equipment items (re-issued equipment) may be provided to sworn unit employees as approved by Police Management.

C. PURCHASE AND REPLACEMENT OF UNIFORM AND EQUIPMENT

1. After the City provided the one-time purchase order to purchase initial uniform and equipment the sworn police employees will purchase, at his/her cost, maintain and replace the following items as needed:

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Uniform Pants
- 1 Pants Belt
- 1 Tie & Tie Clip
- 1 Winter Jacket
- 1 Soft Hat
- 1 Set of Rain Gear (Hooded jacked, pants, rubber boots)
- 1 set black BDU's
- 1 Name tag

SAM BROWN UTILITY BELT WITH:

- 2 Handcuffs, key & cases
- Asp (Expandable baton) and case
- 4 double snap keepers
- Radio holder
- Baton belt ring
- Baton
- Key ring

2. After the City provided the one-time purchase order to provide the following safety equipment, the City will be responsible for maintaining and replacing the following safety equipment:

- Duty weapon
- Duty Weapon Holster
- Ammunition magazines
- OC (Pepper Spray) canister & case
- Helmet & Face Shield with carry bag
- Gas Mask
- Vest
- Trauma First Aid Kit

D. UNIFORM CLEANING AND REPLACEMENT ALLOWANCE – SWORN UNIT EMPLOYEE

1. All sworn unit employees shall receive a uniform purchase, cleaning and replacement allowance of one-thousand one-hundred dollars ($1,100.00) per year. The allowance is to be payable in two equal separate installments each June and November of each calendar year

2. The separate uniform allowance payments shall be combined with the annual Holiday Leave Time Buy-Back in the last pay period that includes June 30th and the Sick Leave buy-back in the second (2nd) check in November of each calendar year.

E. NON-SWORN PURCHASE AND REPLACEMENT OF UNIFORM AND EQUIPMENT

After the City provided the one-time purchase order to purchase initial uniform and equipment the non-sworn police employee will purchase at his/her cost, maintain and replace the following items as needed

Communications Operator

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Uniform Pants
- 1 Jacket "Tuffy" Type Black
- 1 Belt, Trousers, Basket weave
- Silent Key Holder (Hush Keeper), Leather, Basket weave
- 1 Name Plate

Community Service Officer/Property and Evidence Specialist

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Uniform Pants
- 1 Belt, Trousers, Basket weave

- Silent Key Holder (Hush Keeper), Leather, Basket weave
- 1 Name Plate

Jailer

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Uniform Pants
- 1 Jacket "Tuffy" Type Black
- 1 Belt, Trousers, Basket weave
- Silent Key Holders (Hush Keeper), Leather, Basket weave
- 1 Tie & Tie Clip
- 1 Tie Bar
- 5 Name Patches

Parking Enforcement Officer

- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 2 Uniform Pants
- 1 Jacket "Tuffy" Type Black
- 1 Rain Gear (Pant and Jacket)
- 1 Name Plate
- Envelope Holder, black, Basket weave
- Belt, Trousers, Basket weave (Black)
- 1 Silent Key Holder, Leather, Basket weave

F. LIMITATIONS

All unit employees who resign from their positions and are later reinstated shall not be recognized as a new hire and shall not be eligible for equipment allowance.

G. PURCHASE – SPECIFICATIONS AND RECEIPTS

1. Such uniform equipment purchase allowances meet legal requirements and shall be in lieu of the purchase and supply of these items by the City.

2. Uniform equipment and uniform clothing items shall meet specifications as set forth in the Huntington Park General Order Manual.

3. Unit employees shall provide City with original receipt toward the purchase of those items in this section on Uniform Allowance.

H. TERMINATION PRIOR TO COMPLETION OF PROBATION

Any unit employee who fails probation with the City shall return to the City all uniform equipment purchased with or from the uniform allowance.

I. UNIFORM EQUIPMENT – REPAIR AND REPLACEMENT

1. Repair and Replacement

a) The City shall replace or repair uniform equipment, damaged in the course of regular duty not due to regular wear and tear with Chief of Police approval

b) Should the City choose to issue a voucher for the damaged item, such voucher shall be for an amount permitting the repairs or replacement of equipment meeting the minimum division standards regardless of the type, make, model or modifications of the item.

c) Upon the City's replacement or issuance of a voucher, the damaged equipment shall be turned in to the City except equipment, which is repaired pursuant to approval by a division commander.

2. Safety Equipment Replacement List

The following is the uniform safety equipment that the City will replace after initial purchase order from City or repair:

- Duty weapon
- Duty Weapon Holder
- Ammunition magazines
- OC (Pepper Spray) canister & case
- Helmet & Face Shield with carry bag
- Gas Mask
- Vest
- Trauma First Aid Kit

J. SPECIAL ASSIGNMENT SAFETY EQUIPMENT

The City shall be responsible for the cost for initial purchase and replacement of safety equipment for the following special assignments:

1. Bicycle Detail

- Safety Helmet and cover
- Safety eye wear and gloves

2. SERT Team

- Entry vests or any increased ballistic vests
- Safety Goggles
- Gloves
- Entry holster for alternative duty weapon
- 1 Green BDU
- 1 Training BDU

3. Motorcycle Officers
   - DOT approved helmet with boom mike and earpieces
   - Safety Glasses
   - Gloves

4. Detective Bureau/Gang Detail/Narcotics/K-9 Detail
   - Concealment holster for duty weapon
   - Other specialized equipment as required

5. Special Assignment Safety Equipment

   City is responsible at its cost for initial purchase of the following equipment and the unit employee is responsible at his/her cost for maintaining and replacement thereafter of the following:

   - Motorcycle Officers
   - 2 pair safety riding britches
   - Motorcycle Boots
   - Leather Jacket

   - Honor Guard
   - The Chief of Police retains the right to authorize uniform or equipment purchases for the Honor Guard.

6. Prior Special Assignment Posting

   The City is responsible at its cost for the initial purchase of special assignment uniforms for the unit employee when it is within one (1) year of a prior special assignment posting.

K. OTHER UNIFORM ITEMS

1. The City will be responsible at its costs for supplying or purchasing uniform patches, badge, hat piece, and identification card.

2. The unit employee will be responsible at his/her costs for purchasing rank insignia and authorized special assignment tabs or pins.

L. CHIEF OF POLICE – SAFETY EQUIPMENT NOT LISTED

1. The City, Police Department, and unit employees acknowledge employee safety is paramount and the changing nature and dangers that are inherent to police work may require safety equipment not listed in this MOU. Nothing in this agreement abrogates the City's responsibility to provide safety equipment as required by law and P.O.S.T. regulations.

XI. UNIFORM ALLOWANCE AND ISSUED UNIFORM EQUIPMENT – NON-SWORN EMPLOYEES

A. PURPOSE

1. The purpose of uniform cleaning and replacement allowance is to provide funds for the future purchase, replacement, and cleaning of uniforms and clothing.

2. Additionally, the funds are provided to compensate for all time expended in cleaning and maintaining required uniform equipment in proper order.

B. UNIFORM PURCHASE ORDER- NON-SWORN UNIT EMPLOYEE

1. Non-Sworn unit employees shall receive a one-time uniform purchase order cleaning and replacement allowance for the following non-sworn classifications:
   - Communications Operator
   - Communications Operator Supervisor
   - Community Service Officer
   - Jailer
   - Parking Enforcement Officer
   - Property and Evidence Specialist

C. ANNUAL UNIFORM CLEANING AND REPLACEMENT ALLOWANCE

1. After the initial purchase order to purchase required uniform and equipment, Non-Sworn unit employees shall receive an annual uniform allowance as follows:

Annual Uniform Cleaning and Replacement Allowance	
Classification	**Uniform Allowance**
Communications Operator	$500.00
Communications Operator Supervisor	$500.00
Community Service Officer	$800.00
Jailer	$800.00
Parking Enforcement Officer	$800.00
Property and Evidence Specialist	$500.00

XII. BOOT ALLOWANCE

A. PURPOSE

The annual boot allowance is for unit employees to purchase and/or replace work boots.

B. ALLOWANCE

All unit employees who have worked for the City a minimum of one (1) year, shall receive an annual allowance of one-hundred fifty dollars ($150), in the first complete pay period in July of each fiscal year.

XIII. TUITION REIMBURSEMENT PROGRAM

A. PURPOSE

The purpose of the City's Educational Tuition Reimbursement Program is to promote and encourage employees to obtain a college level education up to, and including, a Master's or Doctorate's degree. All unit employees may use the tuition reimbursement program each fiscal year, subject to the conditions of the program set forth in this section.

B. ANNUAL REIMBURSEMENT

1. The maximum amount of the annual reimbursement shall be fifteen hundred ($1,500) dollars, which shall cover tuition, enrollment fees, required textbooks and other related material;

2. Participation for reimbursement shall be on a first come, first served basis and subject to a twenty-five thousand ($25,000) dollar city-wide cap;

3. Following the end of a fiscal year, remaining funds in the $25,000 fund shall be made available to employees who have eligible education expenses in excess of the $1,500 individual limit; and

4. To the extent that funds remaining in the pool are insufficient to fund all the supplemental applications, participants shall receive equal reimbursements from the remaining funds in the City-wide Tuition Reimbursement Fund.

C. REQUIREMENTS

1. All courses must be completed at an accredited college, university, community college or other institution, as recommended by the Police Chief and approved by the City Manager;

2. To be eligible for reimbursement, unit employees must receive a grade of "C" or better (or "Pass" if the course is given on a "Pass/Fail" basis);

3. Classes must be taken while a unit employee is off-duty and not during employees scheduled work hours; and

4. Approval for reimbursement must be obtained from the City Manager prior to the beginning of the class and payment for reimbursement shall be made only after the certified transcript of grades and receipts for payment of tuition fees and other expenses are received by the City.

XIV. COFFEE SUPPLIES

The coffee and related supplies that is provided for the City Council and the various City Commissions shall also be made available for use by City employees.

ARTICLE FIVE:

LEAVE POLICIES

I. HOLIDAYS

A. ANNUAL HOLIDAY LEAVE

1. Regular full-time employees shall be compensated a total of one hundred (110) hours of Holiday Leave per fiscal year at his/her base rate.

B. OFFICIAL PAID HOLIDAYS FOR UNIT EMPLOYEES

1. The official paid recognized holidays granted to unit employees are as follows:

(1) New Year's Day (January 1)

(2) Martin Luther King's, Jr. Birthday (3rd Monday in January)

(3) President's Day (3rd Monday in February)

(4) Cesar Chavez Birthday (March 31st)

(5) Memorial Day (4th Monday in May)

(6) Independence Day (4th of July)

(7) Labor Day (1st Monday in September)

(8) Veteran's Day (November 11)

(9) Thanksgiving Day (4th Thursday in November)

(10) Day after Thanksgiving

(11) Christmas Day (December 25th)

2. The City Manager or City Council has the right to designate any additional day or part of a day as a Holiday.

C. UNUSED HOLIDAY LEAVE TIME

1. Sworn Unit Employee

a) For sworn unit employees, unused Holiday Leave Time shall be accumulated and paid in the last pay period in June of each fiscal year.

b) A sworn unit employee who is not required to work on his/her regularly scheduled work day because it is a recognized City Holiday, may, at the employee's option, use accrued vacation leave, COLA in Lieu Leave or compensatory time off to provide a full pay check for the pay period.

2. Non-Sworn Unit Employee

a) For non-sworn employees, unused Holiday Leave Time shall be paid in the pay period where the recognized City holiday occurs.

b) If a non-sworn unit employee works on a recognized City holiday, he or she shall receive his/her regular salary (including overtime, if applicable) plus ten (10) hours of holiday leave pay.

c) If a non-sworn unit employee is not required to work or has his/her request for a holiday leave off approved, he/she shall be compensated only for ten (10) hours of holiday pay for that day.

d) A non-sworn unit employee shall not use vacation time, COLA or compensatory time for the requested time off.

D. USE OF HOLIDAY LEAVE

1. Unit employees may take his/her unused Holiday Leave Time as approved by Police Management with due regard to the service needs of the City and the needs of the unit employee.

E. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY

1. When a unit employee is required to work on an official holiday, all hours worked shall be paid at the unit employees' regular hourly rate of pay; and

2. No Holiday Leave Time shall be deducted from their annual Holiday Leave Bank.

F. HOLIDAYS OCCURRING DURING VACATION PERIOD

Any official holiday time occurring within a non-sworn unit employee's vacation period shall be charged as Holiday Leave Time in lieu of Vacation.

G. HOLIDAYS AND SICK LEAVE USE

If a unit employee is on Annual Sick Leave or taking Sick Leave Bank Leave on the last working day before the holiday or immediately after any official holiday, ten (10) holiday leave hours shall be deducted from their annual Holiday Leave Bank.

H. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY LEAVE UPON TERMINATION

1. Any unit employee terminating City employment, either voluntary or involuntarily, shall have any eligible accrued Holiday Leave Time hours cashed out at the employee's current hourly rate of pay.

2. Eligible holiday hours shall mean those holidays in the fiscal year which have already been earned by the terminating unit employee. (Earned meaning the employee was employed by the City when certain eligible Holidays had occurred.)

3. In the case of any unit employee whose employment with the City is terminated by death, such payment shall be made to the estate, spouse or beneficiaries entitled to, or in the case of doubt to the beneficiary of records for public retirement, upon approval by the City Attorney.

I. DECEMBER 24-CHRISTMAS EVE/DECEMBER 31- NEW YEAR'S EVE

1. If approved by the City Manager, each unit employee, who is scheduled to work and is working on December 24 and December 31, except those unit employees determined by the City Manager and Chief of Police to provide services for the necessary functions of the Police Department which he/she is employed, shall be permitted to be absent for duty five (5) hours on December 24 (Christmas Eve) and December 31 (New Year's Eve) or the last working day prior to December 24 and December 31.

2. Only unit employee actually working on December 24 or December 31 or the last working day prior to December 24 and December 31 shall be eligible and considered for this leave.

3. Should a unit employee be on approved leave with pay (holiday leave, vacation leave, or compensatory time, but not sick leave) on December 24 or December 31 and it's a regular assigned work day for them they shall be charged leave time for five (5) hours for said day.

II. VACATION LEAVE

A. VACATION LEAVE ACCRUAL

1. All unit employees are eligible to earn vacation leave time.

2. Unit employees shall accrue vacation leave time on the fifteenth (15) day of each month.

3. Unit employee shall be entitled to utilize their accumulated vacation leave with pay upon completion of six (6) months of continuous employment with the City and approval by Chief of Police.

B. VACATION LEAVE EARNED

1. Vacation time shall be earned and accrued on the following basis:

YEARS/MONTHS EMPLOYED	VACATION EARNED Per month	VACATION EARNED Per Year	*TWICE MAXIMUM VACATION EARNED
0-4 yrs (0-48 months)	9.33 hours per month	112 hours per year	224 Hours
5-9 yrs (49-108 months)	12.66 hours per month	152 hours per year	304 Hours
10 yrs and up (109 months and up thereafter)	16.66 hours per month	200 hours per year (see B.3 below)	400 Hours

2. Vacation Leave is earned on a continuous service time with the City and is prorated on a monthly basis.

3. *After a unit employee accrues twice their annual Vacation Leave Time accrual said unit employee ceases to earn Vacation Leave balance. The affected unit employee will only begin accruing vacation Leave Time again after their vacation Leave balance is less than twice the annual Vacation Leave Time accrual.

C. APPROVAL OF VACATION LEAVE REQUESTS

The Department Head shall approve unit employee Vacation Leave requests with due regard to the service needs of the City and the personal need of the unit employee.

D. NO VACATION TAKEN PRIOR TO ACCRUED

1. Unit employees may take only Vacation Leave as they have accumulated at the time the vacation begins.

2. Vacation Leave shall only be approved if the unit employee has accumulated sufficient Vacation Leave.

E. LIMITATIONS ON VACATION LEAVE

1. Vacation is charged on the basis of the actual hours the unit employee is on vacation leave, rounded to the nearest quarter (0.25) hour.

2. Unit employees do not accrue vacation leave while on leave in excess of thirty (30) calendar days.

3. An employee who is sick during their vacation leave may charge the period of illness and/or injury to sick leave if available. Verification may be required from a physician.

F. PAYMENT ON SEPARATION

1. Employees will be paid a lump sum of all accrued Vacation Leave upon separation at their current rate of pay. Upon death all accrued vacation leave will be paid to the employee's beneficiary, after approval by the City Attorney.

2. Unit employees who are reemployed after one (1) year or more in break of service time receive vacation leave as if a new employee.

3. Those reemployed after less than a one-year break, shall begin accruing vacation leave using their total City service time.

G. VACATION CASH-OUT IN LIEU OF GRANTING VACATION

The City Manager may grant Vacation Leave Cash-Out in lieu of allowing a unit employee request to take earned Vacation Leave in case of any circumstance or conditions where in the judgment of the City Manager justifies such action or the denial will cause the affected unit employee to exceed their vacation cap.

III. SICK LEAVE

A. PURPOSE OF SICK LEAVE

1. Sick Leave is not a right, which a unit employee may use at his or her discretion. Sick leave is leave from duty necessitated by illness or injury to the unit employee or illness or injury of a member of the unit employee's immediate family requiring the unit employee's attendance, and medical appointment to the extent that such appointment cannot be scheduled outside the work day.

2. For the purposes of this section, immediate family means employee's spouse or domestic partner, child, step-child, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchild, or other individual residing in the same household whose relationship to the unit employee is that of a dependent.

3. The maximum amount of accrued sick leave that can be used by a unit employee for use for their immediate family shall be forty-eight (48) hours per fiscal year.

4. All sick leave requires approval by Police Management and such request will not be unreasonably denied.

B. SICK LEAVE ACCRUAL RATE

1. Each eligible unit employee shall accrue Sick Leave at the rate of eight (8) hours for each month, or major fraction thereof, of continuous City services.

2. The maximum annual Sick Leave accrual shall be ninety-six (96) hours for each year of continuous City service.

3. There is no maximum limit on the amount of total Sick Leave bank a unit employee may accumulate with the City.

4. A unit employee shall not accrue sick leave during absences from duty in excess of thirty (30) calendar days by reason of illness, disability or injury on duty, except where such credit is mandated by law (Labor Code 4850).

C. 50% CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE

1. In the last pay period of each fiscal year, one half (50%) of an employee's unused, accrued sick leave from that fiscal year (48 hours maximum), shall be cashed out by the City at the unit employee's regular rate of pay in effect on June 30th.

2. The remaining one-half (50%) of a unit employee's unused Sick Leave from the fiscal year (not to exceed forty-eight (48) hours) shall be added to the unit employees Sick Leave Bank.

3. Unit employees shall be paid the cash out in the month of November of each calendar year.

4. With the exception of the annual cash out of one-half (50%) of a unit employee's unused, accrued sick leave from that fiscal year, there is no other cash out of accrued sick leave.

5. Upon separation, an employee shall be paid for 50% of their accrued unused sick leave from that fiscal year (plus the employee's payout of the prior fiscal year, if it was not previously paid). No sick leave bank time is paid to employees upon separation.

D. USE OF SICK LEAVE

1. In order to receive compensation while absent on sick leave an employee (or someone on the employee's behalf) shall notify the Chief of Police or immediate supervisor within thirty (30) minutes after the beginning of the unit employee's daily duties.

2. The first day of sick leave shall not commence until such notice is given except in cases of emergency or when provision of such notice is not reasonably possible.

3. In order to be compensated with sick leave for three (3) or more consecutive working days, the unit employee shall be required to submit upon return to work, a physician's verification of illness or injury.

4. A unit employee may use accrued sick leave for the actual number of hours of the regular work period that the unit employee is absent due to illness or injury.

E. ABUSE OF SICK LEAVE

1. A unit employee shall be subject to disciplinary action for abuse of sick leave, which is defined as a unit employee's use of sick leave when the unit employee is not sick, not required to care for a member of the employee's immediate family or not attending a doctor's appointment.

2. If a unit employee calls in sick in violation of the City's rules and regulations, then a deduction shall be made from the unit employee's earned vacation credit, holiday bank, and/or compensatory time bank.

F. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS

1. A unit employee who is absent due to illness or injury and who does not have any form of accrued leave on the books shall be required to furnish a physician's statement giving the reason for the absence and a further statement indicating that the unit employee is fit to return to work with or without limitations.

IV. PERSONAL BUSINESS LEAVE

A. SICK LEAVE WITH PAY-UP TO TWO (2) WORKING DAYS PER CALENDAR YEAR

Each unit employee may use up to two (2) working days per calendar year of Sick Leave for personal business days as part of the unit employee's accrual.

B. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE

1. In order to be compensated while absent on Personal Business Leave, the unit employee must notify the Chief of Police or designee at least twenty-four (24) hours in advance; provided that such notice shall not be required in an emergency situation. However, the unit employee shall notify the Chief of Police or his/her immediate supervisor within thirty (30) minutes after the beginning of his/her shift. All Personal Business Leave requires the Chief of Police or designee's approval.

C. LIMITATIONS

1. Personal Business Leave shall be charged to the unit employee in even two (2) hour Sick Leave increments or more.

2. Personal Business Leave shall be deducted from the unit employee's annual sick leave accrual.

3. Any unused sick leave, including Personal Business Leave shall be compensated in accordance with the City's Annual accumulated unused sick leave buy-back program.

4. Personal Business Leave shall not be used for vacation or any other leave.

V. WORK RELATED DISABILITY

A. POLICY

1. If an industrial injury causes temporary disability to a non-sworn unit employee, payment shall be made on the fourth (4th) day after the injured unit employee leaves work as a result of the injury; provided, that in cases where the injury causes disability of more than fourteen (14) calendar days or necessitates hospitalization, the disability payment shall be made from the first (1st) day the injured unit employee leaves work or is hospitalized as a result of the injury.

2. The City may provide a temporary light-duty assignment when available and when a treating physician's release for such an assignment is obtained.

B. USE OF LEAVE BENEFITS

Sworn unit employees who have exhausted Labor Code 4850 benefits and non-sworn unit employees beginning with their thirty-first (31) calendar day of such disability, may use all accumulated leave time benefits (sick leave, compensatory time off, holiday, vacation, etc.) with any workers' compensation temporary disability or permanent disability payment to augment their pay to their full salary.

VI. SICK LEAVE WITHOUT PAY

A. POLICY

Whenever a unit employee must take sick leave, but does not have any annual sick time accrual or sick time accrual bank credit accumulated for such sick leave because he or she has either not yet earned any credit for such sick leave or has exhausted such credits through the use of sick leave accrual or long term disability accrual, then such unit employee may be allowed to take sick leave, without pay, upon approval of the City Manager.

B. LIMITATIONS

1. Use of unpaid sick Leave, in combination with annual sick leave accrual or sick leave bank accrual, shall not extend beyond one (1) year. Unit employees shall retain all rights and privileges granted unit employees on a regular sick leave, except for compensation and except that they shall not accumulate holidays, vacations or annual sick day accrual or sick leave bank accrual while on unpaid leave.

2. Such unit employee shall return to the same step and range currently assigned to such former position if and when the unit employee returns to work.

VII. TEMPORARY MODIFIED WORK

A. ELIGIBILITY

Any unit employee who is temporarily incapable of performing his/her normal assigned duties because of an illness or injury may request assignment or be required by his/her department supervisor to participate in the temporary modified work program.

B. LIMITATIONS

Participation in the temporary modified work program is limited to unit employee who shall not:

1. Have an industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or

2. Have a non-industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or

3. Be in a Vocational Rehabilitation Plan approved by the City.

C. APPLICATION AND ACCEPTANCE

Application for the Temporary Modified Work shall be in writing by the unit employee when consideration is requested for the work program and by written direction when the Chief of Police requires the employee to participate. The Chief of Police shall make a determination of admission to the program based upon such factors as:

1. The attending physician's release to temporary modified work program;
2. Availability of City-wide work stations suitable to accommodate the employee's specific limitations; and
3. The employee's ability to perform satisfactorily in a selected temporary assignment.

D. OUTSIDE EMPLOYMENT

During convalescence and/or temporary modified work assignment, employees shall be expressly forbidden from engaging in any outside employment that would interfere with their convalescence.

E. FINAL DECISION

The Chief of Police shall make the final decision regarding an employee's eligibility for a temporary modified work assignment based upon stated criteria, and shall provide written notification of the determination to the affected unit employee.

VIII. BEREAVEMENT LEAVE

A. POLICY

The purpose of the City's bereavement leave policy is to allow a unit employee to be absent from duty with pay at the unit employee's regular rate of pay in order to attend the funeral or memorial services or for related bereavement purposes for a member of the employee's immediate family. The employee shall be permitted to use up to forty (40) working hours of bereavement leave, which will not be charged to the employee's sick day accrual or sick leave bank, vacation bank or any other employee time bank.

B. IMMEDIATE FAMILY

For the purpose of this section, immediate family means father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife, child, stepchild, grandfather, grandmother, or grandchild, legal domestic partner, or other individual whose relationship to the employee is that of a legal dependent.

C. VERIFICATION

1. The City may require verification of the death of the immediate family member.

2. Verification may include any printed records or notice of death (i.e. newspaper obituary notice, mortuary leaflet, etc.)

IX. JURY DUTY

A. POLICY

1. A unit employee summoned to active jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay for up to eighty (80) hours in a calendar year.

2. The unit employee summoned to active jury duty must remit to the City within fifteen (15) days after receipt, all fees received for said Jury Duty, except those specifically allowed for mileage and expense.

3. Jury service required on a unit employee's off-duty day is not compensable by the City, and the unit employee may retain jury compensation for such days.

4. Jury time shall not be considered work time and does not count toward hours worked for the calculation of overtime.

5. Unit employees shall be responsible for providing proof of jury service upon his/her return to work.

X. MILITARY LEAVE

A. POLICY

The provisions of the Military and Veterans Code of the State of California, as amended along with applicable Federal and Municipal Law and City policies shall govern military leave of City employees.

B. COMPENSATION

Except as set forth in this section, all unit employees entitled to military leave shall receive full pay and benefits to a maximum of thirty (30) calendar days of active duty per fiscal year, but the City shall have the opportunity, within the limits of military regulations, to determine when such leave shall be taken.

C. EXTENDED BENEFITS – WAR ON TERRORISM

1. The City Council has authorized for unit employees in the military service assigned to the war on terrorism shall receive extended military leave benefits and receive additional pay on the thirty-first (31st) calendar day of active military duty through one-hundred and twenty (120) calendar days.

2. The eligible unit employee must remit proof to the City of their military service between the thirty-first (31st) calendar day of active military duty through the one-hundred and twenty (120) calendar days.

XI. MILITARY FAMILY LEAVE

A. POLICY

The Federal Family and Medical Leave Act ("FMLA"), as amended, provides for Military Family Leave as set forth in this section.

B. NEW QUALIFYING REASON FOR LEAVE

Eligible unit employees are entitled to up to twelve (12) weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, child, or parent of the unit employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

C. UNPAID EXTENDED LEAVE ENTITLEMENT TO CARE FOR INJURED SERVICE MEMBER

An eligible unit employee who is the spouse, child parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of unpaid leave in a single twelve (12) month period to care for the service member.

XII. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)

A. PURPOSE

1. This section does not purport to provide all the provisions of law, but summarizes the general intent at the time this MOU was adopted.

2. Specific details of the FMLA and CFRA are available in the Human Resources Department.

3. Unit employees and the Chief of Police must contact Human Resources Department to verify current provisions and requirements.

4. Failure to do so could result in a misunderstanding of rights and obligations, and could cause loss of leave benefits or loss of insurance coverage.

B. ELIGIBILITY FOR FMLA AND CFRA

1. Pursuant to State and Federal laws, employees shall be eligible for Family and Medical Leave of absence for:
    - The birth of an employee's child;
    - Disability due to pregnancy – FMLA only;
    - The placement of a child with an employee in connection with the adoption or foster care of that child;
    - The care of the employee's child with a serious health condition;
    - The care of a spouse or parent with a serious health condition; or
    - The employee's own serious health condition.

2. Such leave rights apply to all employees with twelve (12) or more months of service with the City prior to the leave request and who have also worked a minimum of one-thousand two-hundred fifty (1,250) hours in the preceding twelve (12) months.

C. EMPLOYEE RIGHTS UNDER FMLA

1. Except for family medical leave taken to care for an injured service member, the maximum amount of family medical leave an eligible employee may take shall be limited to twelve (12) weeks in a twelve (12) month period.

2. The twelve (12) month period is rolling, and is measured backward from the date leave is used and continuous with each additional leave day taken.

3. Leave may be taken as days off, or intermittently or through modified work schedules.

4. The unit employee is guaranteed a return to his/her position at the end of approved leave.

5. During the twelve (12) work week FMLA period, the City shall maintain the employee's medical, dental, and life insurance.

D. APPROVAL PROCESS FOR FMLA

1. Unit employees must give thirty (30) days advance written notice, on a form provided by the City, of the need for such leave, unless the absence could not be anticipated. In such cases, the unit employee must give notice as soon as possible but, in any event, no later than five (5) working days from learning of the need for FMLA leave.

2. Verification by the attending a physician or health care provider will be required for absences relating to the unit employee's or family member's serious health condition.

3. The Human Resources Department shall determine if the leave qualifies under the Family and Medical leave laws, and may determine the commencement date.

E. PRIVACY UNDER FMLA

For privacy reasons, the City shall not require specific medical diagnosis of either the employee's condition or a family member's health condition, but shall be entitled to the health care provider's certification of the need for the leave.

F. USE OF ACCRUALS WHILE ON FMLA

1. The unit employee shall be required to use sick leave for any FMLA eligible illness or medical-related absence, and may use vacation or other accrued leaves if sick leave has been exhausted.

2. FMLA shall run concurrently with Pregnancy Disability Leave (See below).

G. EXPIRATION OF FMLA

Upon expiration of FMLA, if the unit employee remains on leave, he/she shall be responsible for maintaining his/her insurance benefits, either by use of sufficient accrued paid leave or by payment of the required premiums.

XIII. PREGNANCY DISABILITY LEAVE (PDL)

1. Pregnancy Disability Leave of up to four (4) months, with or without pay, shall be provided to unit employees covered herein pursuant to the Fair Employment and Housing Act (FEHA).

2. Such leave shall be granted for disability of the unit employee determined by a physician, for the duration of such disability, provided, however, that the cumulative unpaid leave for disability and non-disability reasons shall not exceed one (1) year.

3. Pregnancy Disability Leave without pay shall not be granted until all accrued sick leave bank time has been exhausted.

4. D. Unit employees may voluntarily use accrued vacation or other paid leave before commencing unpaid leave.

XIV. VOTING LEAVE

1. A. Unit employees shall be permitted to leave to vote as required by California Elections Code Section 14000-14003, as amended, if the unit employee cannot otherwise get to the polling place during non-working hours.

2. B. Up to two (2) hours of leave with pay may be provided at the beginning or end of the normal work shift, whichever permits the opportunity to vote with minimal interruption of work responsibilities.

3. C. Unit employees shall be required to give a minimum two (2) day notice of the need for leave, obtain advance approval, and submit proof of voting.

4. D. Any unit employee who does not utilize this voting leave privilege shall not thereby become eligible for any overtime compensation for any time taken to vote.

XV. SCHOOL ACTIVITY LEAVE

A. POLICY

1. Pursuant to California Labor Code Sections 230.7 and 230.8, as amended, unit employees who are parents of school-age children shall be allowed School Activity Leave from their jobs, with or without pay, as may be necessary to participate in school activities such as parent-teacher conference, disciplinary matters, school programs and related events with their children.

2. Such leave is limited to forty (40) hours per school year, at a maximum of eight (8) hours per month.

3. This limit shall not apply when a unit employee is required to appear in the school of his/her child pursuant to a request from the school administration pertaining to disciplinary action.

B. LIMITATIONS/RIGHTS

1. Unit employees must give reasonable advance notice to the employer to permit work coverage, and may be required to provide documentation from the school that the unit employee participated in the activity on the specific date and time.

2. Leave properly requested in advance shall not be denied.

3. Unit employees may take accrued leave with pay (vacation, compensatory time, or floating holiday) for School Activity Leave purposes.

XVI. LEAVE OF ABSENCE WITHOUT PAY

A. POLICY

1. Upon written request, the City Manager may, in his/her discretion and upon recommendation of the Chief of Police, grant a leave of absence to any unit employee who has been employed by the City regularly for one (1) year or more.

2. Any such unit employee, with the approval of the City Manager or Chief of Police, may return prior to the time fixed for the expiration of such leave.

B. LIMITATIONS

In no event shall the City Manager grant a leave of absence contrary to this MOU or the Civil Service Rules and Regulations.

XVII. ABSENCE WITHOUT PAY

A. POLICY

Failure of a unit employee to report for duty on a normal working day or shift without notice to his/her department head of the reason for such absence within thirty (30) minutes after the time designated as the beginning of the work day shall constitute absence without leave and without pay.

B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION

1. A unit employee who is absent without authorization for three (3) or more consecutive work days and who fails to contact the Chief of Police to provide justification for the absence and who's absence would cause disruption to a City service, shall be considered to have abandoned his/her position and resigned from City employment as of the third (3rd) day of absence.

2. The Chief of Police shall notify the unit employee that the City considers him/her to be absent without leave, and that, under this section, a termination of employment will be processed.

3. Such notification shall be made pursuant to the procedures for notification of intent to discipline as provided in the Civil Service Rules & Regulations.

4. The unit employee may be reinstated, subject to disciplinary action for other causes, if adequate justification for the absence is provided to the Chief of Police prior to the end of the notification period.

XVIII. EMPLOYEE DEATH – ACCUMULATED ELIGIBLE LEAVE TIME BENEFITS PAID TO SPOUSE OR ESTATE

In the event a unit employee's services are terminated as a result of the employee's death, the payment of eligible accumulated unused vacation leave, sick leave and compensatory time off, if any, shall be made to the employee's spouse or estate. If there are questions of doubt as to the appropriate person(s) entitled thereto, the beneficiary of record for the California Public Employees' Retirement System shall be determined, with the approval of the City Attorney.

ARTICLE SIX:

WORKING CONDITIONS

I. AMERICANS WITH DISABILITIES ACT (ADA)

A. ACCOMMODATIONS

1. The HPPOA recognize that the City may be required to make accommodations in order to carry out its obligations under the Americans with Disabilities Act (ADA).

2. Some of these accommodations may require actions, which are contrary to the language or intent of existing provisions of this agreement.

3. In such cases, the parties agree that such accommodation shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA.

B. ADA COMPLIANCE

1. The HPPOA recognize that circumstances surrounding ADA compliance in individual cases may involve matters which are personal and require the utmost confidentiality.

2. Specifics of an individual case may not be divulged by the City or HPPOA.

C. ACTIONS TAKEN NOT GRIEVABLE

Actions taken by the City under Section I, shall not be subject to the grievance procedure.

II. RESIGNATION

A unit employee wishing to leave the City in good standing shall file with the Chief of Police, a written notice stating the effective date and reasons for leaving at least two (2) weeks in advance of his or her resignation. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Human Resources Office. Failure to give notice may be the cause for denying future employment with the City.

III. EMPLOYEE INCARCERATED – UNABLE TO REPORT TO WORK

A. NON-PAY STATUS

1. Should a unit employee become incarcerated and held in any jail custody and not be able to come to work to perform his/her job assigned work schedule and duties, they shall be placed on unpaid, administrative leave – unable to report to work status, until they return to work as assigned.

2. If a unit employee is indicted by any Federal, State or Superior Court or held to answer by the court on any felony charge, the unit employee may at the discretion Chief of Police, be placed on unpaid administrative leave.

3. If the charge(s) are dismissed by the court or if the unit employee is cleared of all charges, the City may, reimburse the unit employee's Holiday Time, Vacation Time, and CTO that was used by the unit employee during that time period. The unit employee is not entitled to any reimbursement other than those listed in this section.

4. If a sworn unit employee is prohibited from possessing a firearm as a result of legal proceedings then the unit employee may, at the Chief of Police's discretion, be placed on unpaid Administrative Leave until the prohibition is lifted.

B. USE OF ACCUMULATED LEAVE

Unit employees who are on unpaid Administrative Leave and/or unable to report to work may use their accumulated, if any, Vacation, Holiday or Compensatory Time for any unpaid work time due to their incarceration or indictment. The use of accumulated leave, however, does not preclude the City from taking disciplinary action against the employee if the conduct that resulted in the incarceration or indictment violated any City or Department policy, code, or expectation.

C. NO USE OF SICK LEAVE

No unit employee may use any of their accumulated sick time to cover any unpaid time due to their incarceration or indictment.

IV. CITY DRESS CODE

A. RIGHT TO SET DRESS CODE

The City reserves the right to establish and regulate a Work Place Dress Code for all unit employees subject to meet and confer with the HPPOA.

B. POLICE DEPARTMENT UNIT EMPLOYEES

Unit employees shall abide by the Police Personnel appearance and grooming standards as set forth by Police Management in the Police Department Policy Manual.

V. CITY ADMINISTRATIVE POLICIES

A. POLICIES

The City has a number of Administrative Policies covering a wide range of subjects, which address important City and work-related issues. These policies remain in full force and effect and may or may not be addressed specifically in this MOU.

B. SUBJECTS

1. Those Administrative Policies currently being utilized by the City include but are not limited to:

- Donation of Leave Time Program
- Nepotism Policy
- Travel & Expense Reimbursement Policy
- Smoking Regulations at City Facilities
- Prohibiting Discrimination or Harassment of City Employees
- Disability Discrimination Policy and Complaint Procedure
- Outside Employment Policy
- Information Technology Equipment Policy
- Cellular Phone/Pager Policy
- Police Department Substance Abuse Policy
- AQMD Trip Incentive Program

C. ADDITIONAL ADMINISTRATIVE POLICIES

Additional City Administrative Policies may be implemented in the future as set forth in the Management Rights Clause in Article One, Section X of this MOU.

VI. POLICE DEPARTMENT SUBSTANCE ABUSE POLICY

A. POLICIES

The City and HPPOA have a mutual agreed upon Police Department Substance Abuse Administrative Policy adopted March 18, 1996 and amended July 1, 2001.

B. RANDOM DRUG TESTING

The policy includes Random Drug testing requirement for all sworn and non-sworn police unit employees.

C. DETAILS

Specific details of the program are set forth in the policy and copies are available in the Police Department and the Human Resources office.

VII. SPECIAL EVENTS

A. PREFERENCE

1. Whenever a special event is scheduled to occur in the City and, in the opinion of the Chief of Police, law enforcement employees are required, sworn officers will be given first preference to those law enforcement assignments. Should a special event be cancelled, the sworn employees assigned to that event shall be compensated for either the scheduled duration of the event or four (4) hours, whichever is less.

B. PROCEDURES

Such assignments shall be made in accordance with procedures established by the Chief of Police.

VIII. SENIORITY SHIFT BID POLICY

A. SENIORITY - POLICE SERGEANT

1. Seniority for a Police Sergeant shall be based on the employee's initial date of promotion to the rank of Police Sergeant.

2. If more than one Police Sergeant is promoted on the same date, the Civil Service test results listing the position on the eligibility list will be used to determine their seniority in regards to shift bidding.

3. Police Sergeants may not bid for the same shift with the same days off for more than one year.

B. SENIORITY - SENIOR POLICE OFFICER

1. Seniority for a Senior Police Officer shall be based on the employee's date of promotion to the rank of Senior Police Officer.

2. If more than one Senior Police Officer is appointed on the same date, the officer's position on the eligibility list will be used to determine seniority in regards to shift bidding.

3. Senior Police Officers may not bid for the same shift with the same days off for more than one year.

C. POLICE OFFICER

1. Seniority for a Police Officer shall be based on the employee's total length of time of continuous service with the City of Huntington Park.

   a) This includes the twelve (12) months first served as a Police Officer Trainee and then the six (6) months as a Probationary Police Officer and the total time served shall not exceed eighteen (18) months. The original date of hire for the purpose of seniority in the class of Police Officer shall begin on the employee's initial hire date as a Police Officer Trainee.

   b) An employee hired directly into the classification of Police Officer shall serve a twelve (12) month probationary period. The original date of hire for the purpose of seniority in the class of Police Officer shall begin on the initial hire date of the probationary period for Police Officer.

   c) An employee hired directly as a Lateral Police Officer shall serve a twelve (12) month probationary period. The original date of hire for the purpose of seniority in the class of Lateral Police Officer shall begin on the initial hire date of the probationary period for Lateral Police Officer.

   d) If more than one (1) Police Officer is sworn in on the same date and time, the Police Officer's ranking on the hiring eligibility list will be used to determine seniority tin regards to shift bidding.

2. Police Officer may not bid for the same shift with the same days off for more than one year.

D. SENIORITY – PARKING ENFORCEMENT OFFICER

1. Seniority for a Parking Enforcement Officer shall be based on the date of appointment as Parking Enforcement Officer.

2. If more than one Parking Enforcement Officer is appointed on the same date, the officer's position on list will be used to determine seniority in regards to shift bidding.

3. Parking Enforcement Officer may not bid for the same shift with the same days off for more than one year.

E. ORIGINAL DATE OF HIRE

The original date of hire shall determine seniority between unit members for the purpose of Shift Bidding, Service Credit and Vacation Leave Time Accrual with City.

F. DEMOTION TO A LOWER RANK

Should a unit employee in a higher rank be demoted to a lower rank that Police Officer will bid on the shifts based on the date of the original promotion to the lower rank.

G. SENIORITY BIDDING

1. With respect to work assignments in the Patrol Division, regular work shifts and days off will be based on the above-mentioned seniority.

2. Shift selection procedures involving unit employee bidding based on seniority shall be implemented regularly in four (4) or six (6) months increments.

3. Officers may not bid for the same shift with the same days off for more than one year.

H. SPECIAL CONSIDERATIONS

1. Senior Police Officers – there shall be a minimum of one (1) Senior Police Officer per crew when applicable.

2. Special Units/Assignments – All unit employees assigned to special units/assignments are exempt from the shift bidding process.

3. Seniority – Primary

   a) Seniority shall be the primary consideration in scheduling a single period of annual leave for each member based on the officer's date of hire or date of promotion in rank.

   b) If more than one Senior Police Officer is appointed on the same date, the Civil Service test results of the officer's position on the list will be used to determine seniority in regards to shift bidding.

I. PROBATIONARY EMPLOYEES

1. Police Officers who are in the FTO training program, as a Police Officer shall have the same shift and days off as their assigned training officer.

2. Probationary employees shall not be allowed to bid for a shift until they have officially passed probation.

3. At that time, they shall acquire seniority from their date of hire.

J. SPECIAL ASSIGNMENT

1. Special assignments and non-patrol assignments shall not be affected by the above listed shift bid schedule.

2. Police Officers assigned to special or non-patrol assignments shall have their shifts and days off determined by the Chief of Police, or designee.

K. REASSIGNMENT

1. If a Police Officer is reassigned from a special or non-patrol assignment, the Police Office will fill the vacated spot of the replacement Police Officer for the continuation and remainder of the shift bid cycle.

2. Upon completion of the shift bid cycle, the Police Officer reassigned to patrol will take part in the shift bid in the above listed manner.

L. LIMITATIONS

Once a shift is bid upon and assigned, it cannot be traded between Police Officer without the authorization from the Chief of Police, or designee.

M. POLICE MANAGEMENT – RIGHT TO TRANSFER

Police Management retains the right to transfer employees where unforeseen circumstances occur, based on the needs of the police department in accordance with the police department's established practice.

ARTICLE SEVEN:

GRIEVANCE PROCEDURE

A. SCOPE AND LIMITATIONS

In accordance with the Civil Service Rules, the purpose of the grievance procedure is to provide adequate opportunity for City employees to bring forth their views and concerns relating to any alleged unfair or improper aspect of their employment situations and to seek corrective action

B. SCOPE AND LIMITATIONS

The grievance procedures as set forth in the following shall apply to all employee grievances except where other methods have been specifically prescribed in the Civil Service Rules or in this MOU.

C. PROCEDURE

1. 1ST STEP INFORMAL - VERBAL

In any instance of grievance, the employee or employees concerned shall first verbally make efforts to resolve such grievance with their immediate supervisor.

2. 2nd STEP – FORMAL WRITTEN

a) In the event such verbal efforts with their immediate supervisor are not productive to a mutually satisfactory resolution, the aggrieved employee or employees may present their complaint in writing.

b) Said complaint shall set forth all the issues involved, and it shall be free from any charges or language not germane to the real issue involved.

c) The written grievance complaint shall be signed by the employee or employees and shall be submitted to the employee's immediate supervisor. The supervisor shall promptly forward the written grievance to the Department Head.

d) The Department Head will make such investigation of the facts and issues as he/she deems necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and with the conduct of the department's business.

e) Upon reaching such conclusion, but in no event later than five (5) working days following his/her receipt of the grievance statement, the Department Head shall reply to the grievance in writing, stating the department head's findings and decision on the issue(s) involved.

f) A copy of such written reply shall be transmitted to the employee by the Department Head.

3. 3rd STEP – APPEAL TO PERSONNEL OFFICER (CITY MANAGER)

a) If the employee wishes to appeal the grievance further he/she shall within two (2) working days of the receipt of the Department Head's written reply, so notify the Department Head of their request to appeal their grievance to the City's Personnel Officer.

b) The Department Head shall then notify the Personnel Officer of such appeal and shall submit the original written grievance complaint together with the written decision of the Department Head to the Personnel Officer.

c) The Personnel Officer shall then promptly arrange a grievance meeting with the aggrieved employee, the Department Head, and him or herself. At such meeting(s) discussion shall be limited to the issues raised in the grievance complaint and an earnest effort shall be made to arrive at a satisfactory resolution of the issue(s).

d) A record of notes shall be made of the substance of the issues and conclusions of the meeting as the Personnel Officer deems necessary.

e) The conclusions and finding of the grievance meeting shall be reduced to writing and will be provided to the grieved party and Department Head and shall be final except in cases as set forth in Section 4 below.

4. APPEAL TO THE CIVIL SERVICE COMMISSION

a) Only in such cases, which involve the alleged violation of the Civil Service Rules, the Classifications in the Salary Resolution or City's Personnel Rules, including: (1) job classification, (2) conduct, scoring or recording of examinations, (3) employee performance evaluation for permanent employees, (4) dismissals, suspension or demotions, subject to the special rules thereon, (5) reduction in salary not provided for by resolution of the City Council, (6) re-employment rights, and (7) layoff action (subject to the special rules thereon), the employee may within two (2) working days after receiving the notice of the Personnel Officer's decision, submit written notification to the Personnel Officer requesting the submission of the grievance issue to the Civil Service Commission, stating specifically the paragraphs and subparagraphs of the Civil Service Rules, The City's Personnel Rules which he/she alleges are being violated.

5. CIVIL SERVICE COMMISSION REVIEW

a) The Personnel Officer shall then submit said written request, together with copies of all pertinent forms, documents, and materials, to the Civil Service Commission and the Commission shall review all such evidence and information as it relates to the specific grievance alleged by the employee.

b) The Commission may then at its discretion make such investigations and hold such hearing as it requires and shall make its findings and decision on said grievance set forth in the Civil Service Rules.

ARTICLE EIGHT:

GENERAL PROVISIONS

I. TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall be effective July 1, 2016 and together with all the terms, conditions and effect thereof, shall expire as of midnight on June 30, 2019.

II. EMERGENCY WAIVER

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by the City, the non-economic provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergencies. After the emergency is over, the Huntington Park Police Officers' Association (HPPOA) shall have the right to meet and confer with the City regarding the impact on unit employees of this suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Memorandum of Understanding be found to be illegal, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the City and the HPPOA agree to meet to determine an alternative equivalent article, section, subsection, subdivision, sentence, clause, phrase, or provision, if any.

IV. CIVIL SERVICE RULES AND REGULATIONS/CITY POLICY

1. Reference is made in this MOU to certain Civil Service Rules and Regulations, Personnel Rules and Regulations, and City's Policy statements. Nothing in this MOU shall preclude the City from amending the Civil Service Rules and Regulations, Personnel Rules and Regulations, and City policies as needed subject to meet and confer with the POA.

2. The parties agree that all conditions of employment, as they pertain to unit employees covered by this MOU, subject to meet and confer provided for by the City's Civil Service Rules and Regulations, Personnel Rules and Regulations, Ordinances, Resolutions or any Policy Statements in effect prior to the date of this

MOU, unless specifically provided for to the contrary in this MOU, shall remain in force and effect during the term of this MOU. Any conflicts with the City's Civil Service Rules and Regulations, Personnel Rules and Regulations, and City Policy Statements shall be considered to have been superseded by this MOU.

V. FULL AGREEMENT AND IMPLEMENTATION

A. FULL AGREEMENT – WAIVER OF MEET AND CONFER

1. This MOU contains all of the covenants, stipulations, and provisions, agreed upon by the parties.

2. Therefore, during the term of this agreement, except as provided herein, all other compensation and benefits not modified in this agreement shall remain in full force and effect.

3. For the purpose of the MOU neither party shall be compelled to meet with the other concerning any issues, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except as provided for in this MOU or by mutual agreement of the parties or required by law.

4. Each party acknowledges that they had the full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU except as specifically provided for in this MOU.

VI. CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. NO STRIKES/JOB ACTION

HPPOA hereby agrees that during the term of this MOU the unit employees of the City as set forth in this MOU and officers and/or agents of the recognized unit employee organization shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, picketing, job actions, strikes, walkouts, boycotts, slowdowns, mass resignations, or any other intentional interferences of the work of the City.

B. ASSOCIATION RESPONSIBILITY

In the event that HPPOA, its officers, agents, representatives or employees engage in any of the conduct listed above, HPPOA shall immediately instruct, in writing, any persons engaging in such activity that their conduct is in violation of the MOU and unlawful, and that they must cease engaging in such conduct and return to work.

ARTICLE NINE:

RATIFICATION

I. RATIFICATION

A. ACKNOWLEDGEMENT

The City and the HPPOA acknowledge that this Memorandum of Understanding shall not be in force and effect until ratified by simple majority vote of unit employees who are in classifications represented by HPPOA set forth in this agreement and adopted by the City Council of the City of Huntington Park.

B. MUTUAL RECOMMENDATION

This agreement constitutes a mutual recommendation of this new MOU by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted and implemented accepting its provisions and effecting the changes enumerated herein relating to wages, hours, benefits and other term and conditions of employment for unit employees represented by the HPPOA.

C. RATIFIED – CITY COUNCIL APPROVAL

This Memorandum of Understanding is hereby ratified and approved by the City Council, representatives of the City of Huntington Park and the Huntington Park Police Officers' Association, entered into this 7th day of January, 2020.

D. TERM

This agreement shall be effective beginning July 1, 2019 and shall expire at 11:59 p.m. on June 30, 2024.

ARTICLE TEN:

IMPLEMENTATION

PARTIES TO THE AGREEMENT	
Huntington Park Police Officers' Association	City of Huntington Park, California
Senior Officer Juan Porras, President Huntington Park Police Officers' Association	Ricardo Reyes, City Manager

ARTICLE ELEVEN:

EXECUTION OF NEW AGREEMENT

EXECUTION OF NEW AGREEMENT

This MOU has been approved by a vote of the City Council of the City of Huntington Park. Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

In witness whereof, the parties hereto have caused this agreement to be executed this 2nd day of March, 2020.

Huntington Park Police Officers' Association	City of Huntington Park
Senior Officer Juan Porras, President Huntington Park Police Officers' Association	Ricardo Reyes, City Manager

APPENDIX "A"

CITY OF HUNTINGTON PARK POLICE OFFICERS' ASSOCIATION UNIT CLASSIFICATIONS
Communications Operator
Communications Operator Supervisor
Community Service Officer
Jailer
Jailer Supervisor
Parking Enforcement Officer
Police Officer Trainee
Police Officer
Police Sergeant
Property and Evidence Specialist
Senior Police Officer

HPPOA
CITY