

CITY OF BALDWIN PARK MEMORANDUM OF UNDERSTANDING  
JULY 1, 2017 THROUGH AND INCLUDING JUNE 30, 2020  
BY AND BETWEEN THE BALDWIN PARK POLICE ASSOCIATION AND THE CITY OF  
BALDWIN PARK

This Memorandum of Understanding has been prepared pursuant to Government Code Sections 3500 through 3510 as amended, which is generally referred to as the Meyers-Millas-Brown Act.

This Memorandum of Understanding has been developed as a result of the requests of the Baldwin Park Police Association. This Memorandum of Understanding is subject to the approval of the City Council of the City of Baldwin Park and will be placed into effect upon the adoption of the necessary ordinances and resolutions by the City Council, if acceptable to them, in accordance with the terms and conditions hereinafter set forth.

The parties agree that the provisions contained herein shall be subject to all applicable laws and cover the period of July 1, 2017 through June 30, 2020, unless otherwise provided. The effective date of changes in all matters within the scope of representation set forth herein, are as specified in the particular MOU sections.

## **Section 1: Rights and Recognition**

### **Recognition:**

The City hereby recognizes the Baldwin Park Police Association, as the representative of the employee's representation unit consisting of the classifications set forth in the appropriate salary schedules.

### **Management Rights:**

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

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

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

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

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

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

**Savings Clause:**

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

**Peaceful Performance:**

Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, agents or representatives shall incite, encourage, or participate in any strike, walkout, slow-down, speed-up, sick-out, or other work action for any cause or dispute whatsoever, either with the City or with any other person or organization, including compliance with the request of other labor organizations to engage in such activities. In the event of work stoppage as enumerated above, the Association, its officers, agents and representatives shall do everything within their power to end or avert the same. Violation hereof will subject violator to legal and equitable judicial relief.

Any employee engaged in or assisting any work stoppage as enumerated above, or refusing to perform duly assigned services in violation of this Article, shall be subject to discipline up to and including termination.

It is understood that violation of this Article by the Association will warrant the withdrawal of any rights, privileges or services provided for in this Agreement and/or legal action by the City for redress and/or damages. It is understood that the City may not withdraw recognition of the Association under this Article.

**Maintenance of Existing Benefits:**

Except as provided herein, there shall be no change in wages, hours, or economic benefits presently enjoyed by affected employees by virtue of entering into this Memorandum of Understanding.

**Full Understanding, Modification, and Waiver:**

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

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

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

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

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

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

### **Adoption of a Five Step Compensation Plan:**

Effective upon ratification and adoption of a salary resolution, a Five Step Compensation Plan (5% between steps) shall be established by removing the bottom two steps of the payscale shall be adopted by the City Council and made a part hereof, and will be on file with the Personnel/Risk Manager or designated representative(s).

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

### **Salary - Sworn Employees:**

The unadjusted base salary (the salary rate set forth in the City salary matrices - the rates without adjustment for bonuses or any other benefits) rates for classifications designated as Sworn Employees shall be increased as follows:

- 2% effective the first payroll period commencing on or after July 1, 2017;
- 2% effective the first payroll period commencing on or after July 1, 2018; and
- 2% effective the first payroll period commencing on or after July 1, 2019.

### **Longevity Pay - Sworn Employees:**

Effective the first full pay period after ratification by both parties, the City shall pay each sworn employee, including lateral officers, a monthly longevity payment based upon the employee's years of full time continuous law enforcement service, as set forth below:

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



A sworn employee may earn a longevity payment in the amount commensurate with the employee's completed years of full time service as set forth above provided that the employee shall not be entitled to collect more than one longevity payment at any one time. An employee's longevity payment shall not increase the employee's unadjusted base salary. Instead, the longevity payment will be added to the employee's unadjusted base salary after any subsequent COLA or percentage increase to the employee's unadjusted base salary.

**Salary - Non-Sworn Employees:**

The unadjusted base salary (the salary rate set forth in the City salary matrices - the rates without adjustment for bonuses or any other benefits) rates for classifications designated as Non-Sworn Employees shall be increased as follows:

- 2% effective the first payroll period commencing on or after July 1, 2017;
- 2% effective the first payroll period commencing on or after July 1, 2018; and
- 2% effective the first payroll period commencing on or after July 1, 2019

**Longevity Pay – Non-Sworn Employees:**

Effective the first full pay period after ratification by both parties, the City shall pay each non-sworn employee a monthly longevity payment based upon the employee's years of full time continuous service to the City, as set forth below:

- 10-14 years of full time service to the City shall entitle the employee to \$100 per month;  
or
- 15-19 years of full time service to the City shall entitle the employee to \$200 per month;  
or
- 20-24 years of full time service to the City shall entitle the employee to \$300 per month;  
or
- 25 or more years of full time service to the City shall entitle the employee to \$400 per month.

### **Salary Re-Opener Clause:**

The City retains the right to reopen the meet and confer process for the purpose of salary issues only, should the Federal government, State government or County government change and/or divert revenues that would cause the City's unrestricted revenues to fall significantly below the City's stated projected unrestricted revenues and impact the overall ability of the City to maintain service levels at the then current level.

## **Section 3 - Insurance/Supplemental Wage Payments**

### **Health Benefits/Cafeteria Plan- Sworn Employees:**

The health plan coverage term, annual premium rates and PEMHCA employer contribution amounts, as determined by CalPERS, run from January 1st through December 31st of each calendar year. The City shall pay the monthly cost of the employer's minimum contribution as required by Government Code §22892. Effective the first full pay period after ratification by both parties, the City will contribute an additional amount in excess of the employer contribution amount toward the following expenses. The sum of the minimum contribution and the additional amount shall not exceed \$1,400.00 per month.

Employees may opt-out of enrollment in the City's CalPERS medical plan only upon proof of enrollment in another group health insurance plan.

Employees may use cafeteria funds for any of the following options:

1. Premium cost for enrollment in City provided health insurance plan for self, two (2) party, or family coverage
2. Premium cost for enrollment in a City provided dental plan for self, two (2) party, or family coverage.
3. Premium cost for vision care in excess of what the City provides.
4. Election to receive funds in cash, which will be treated as taxable income. Such "cash out" shall not exceed \$1,200 per month.
5. Any combination of the foregoing options.

Any premium in excess of the City's monthly maximum contribution shall be paid by the employee via payroll deductions.



## **NON-SWORN**

The health plan coverage term, annual premium rates and PEMHCA employer contribution amounts, as determined by CalPERS, run from January 1st through December 31st of each calendar year. The City shall pay the monthly cost of the employer's minimum contribution as required by Government Code §22892. Effective the first full pay period after ratification by both parties, the City will contribute an additional amount in excess of the employer contribution amount toward the following expenses. The sum of the minimum contribution and the additional amount shall not exceed \$1,400.00 per month.

Employees may opt-out of enrollment in the City's CalPERS medical plan only upon proof of enrollment in another group health insurance plan.

Employees may use cafeteria funds for any of the following options:

1. Premium cost for enrollment in City provided health insurance plan for self, two (2) party, or family coverage; and/or
2. Premium cost for enrollment in a City provided dental plan for self, two (2) party, or family coverage; and/or
3. Premium cost for vision care in excess of what the City provides; and/or
4. Election to receive funds in cash, which will be treated as taxable income. Such "cash out" shall not exceed \$1,200 per month.
5. Any combination of the foregoing options.

Any premium in excess of the City's monthly maximum contribution shall be paid by the employee via payroll deductions.

### **Vision Plan:**

The City will provide a vision plan to all affected employees, effective May 1, 1993, and will contribute up to a maximum premium cost of \$32.12 per month. If the premium exceeds this amount, then the employee shall be responsible to pay the difference in excess of \$32.12.

### **Life Insurance:**

Effective January 1, 2009, or as soon as reasonably possible thereafter, the City will fund term life insurance in the face amount of \$50,000.00.

### **Dental Plan Enhancement:**

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

### **Long-Term Disability:**

The City will provide each employee with long-term disability insurance coverage as set forth in the plan on file in the Personnel Services Office. Effective May 1, 1993, affected employees will be eligible to receive benefits commencing on the 31st day of non-work-related injury or illness, and employees will be eligible to receive a maximum benefit of 66 2/3% of their current base salary up to a maximum of \$5,000 per month.

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

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

### **Retiree Health Benefit Plan for Employees Hired on or After July 1, 2015:**

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

- For 5 years' service or less: 0% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution to CalPERS; or
- For 6-to 10 full years of service: 20% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution to CalPERS; or
- For 11 to 15 full years of service: 40% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution to CalPERS; or
- For 16 to 20 full years of service: 60% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution to CalPERS; or
- For 21 to 25 full years of service: 80% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution to CalPERS; or
- For 26 or more full years of service: 100% of the premium cost for retiree-only coverage in the retiree's chosen medical plan, less the City's minimum employer contribution to CalPERS.

In addition, employees who retire before the age of 57 due to a disability will receive the percentage of the stipend for medical expenses as if the employee had retired at age 57, rather than the employee's actual age at the time of the employee's disability retirement. For example, an employee who retires at age 40 with 5 years of City service, will be deemed to have worked 5 years plus 17 years (age 40 through age 57), for a total of 22 years. This would entitle the employee to receive 80% of the premium cost under the formula set forth above.

#### **Retirement and Deferred Compensation - Non-Sworn Employees:**

On July 1, 2005, the City amended the City's contract with the Public Employees' Retirement System (PERS) to provide benefits at the 2.7% at 55 formula for the Local Miscellaneous Employees and to incorporate employee shared participation towards the contributions of said retirement benefit. The employee's shared participation of contributions shall be implemented as follows:

Effective July 1, 2006, Non-Sworn Employees pay 5% and the City pays 1.766% increase to normal cost (difference between 2% @ 55 and 2.7% @ 55 retirement formulas) of their base salary.

Effective June 30, 2004, the City shall contribute 1% of each non-sworn employee's unadjusted bi-weekly base salary into a City sponsored deferred compensation plan. Commencing on July 1, 2015, the City shall increase this contribution from 1% to 2%.

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

#### **Retirement – Sworn Employees:**

The Employee will pay 100% of the employee's nine percent (9%) contribution to the P.E.R.S. retirement program and provide retirement benefits at the 3% at 50 formula as currently specified under the City's contract with the Public Employees' Retirement System. All such employee contributions shall be deposited in the member's retirement account.

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

### **Section 3.2: Supplemental Wage Payments:**

#### **Bilingual Pay:**

Effective the first payroll period after ratification by both parties, the City shall pay one hundred fifty dollars (\$150.00) per month to a person who is capable of speaking, reading, writing and/or interpreting the languages of Spanish, Chinese, Japanese, Vietnamese, Tagalog, Signing, Armenian and Farsi. Qualifying tests established by the City shall make the determination of capability.

#### **Specialty Assignments:**

Sworn and Non-Sworn employees shall be selected for, and be removed from, assignments by the Chief of Police at his/her discretion. Employees shall not acquire vested property rights in those special assignments or the pay attached thereto. The Chief of Police reserves the right to schedule hours of assigned personnel as he/she deems necessary.

#### **Specialty Assignment Pay-Sworn Employees:**

Effective the first payroll period after ratification by both parties a Sworn employee who possesses the appropriate POST certification, and who is assigned to any one of the following assignments, shall receive Specialty Assignment Pay in the amount of \$300.00 per month (or a pro-rata share thereof). Both POST certification and acceptance of the assignment are necessary conditions for receiving Specialty Assignment Pay.

- Canine Officer
- Detective
- Detective Sergeant
- Field Training Officer
- Training Sergeant
- Motorcycle Officer
- Traffic Sergeant
- Juvenile Resource Officer
- Helicopter Observer Officer
- Gang Investigator
- Gang Investigator Supervisor
- SWAT/CNT
- CSO Sgt/Officer (1)
- Range Master (1)
- First Aid/Medic/EMT (2)
- Force Training Officer (3)

Provided that no employee shall receive Specialty Assignment Pay for more than two assignments, regardless of the number of such specialty assignments to which the employee is assigned.

An employee's Specialty Assignment Pay shall not increase the employee's unadjusted base salary. Instead, the Specialty Assignment Pay will be added to the employee's unadjusted base salary after any percentage increase to the employee's unadjusted base salary.

During the term of this MOU:

- No more than one (1) employee at a time shall be paid for the assignment to the positions of "CSO Sgt/Officer" and "Range Master;" and
- No more than two (2) employees at a time shall be paid for the assignment to the position of "First Aid/Medic/EMT;" and
- No more than three (3) employees at a time shall be paid for the assignment to the position of "Force Training Officer."

#### **Specialty Assignment Pay-Non-Sworn Employees:**

Effective the first full pay period after ratification by both parties, assignment and proof of certification, non-sworn employees performing jail searches may receive \$150 per month. Specialty Assignment Pay for jail searches as assigned by the Police Chief. Employees must first obtain the proper certification to qualify.

Effective the first full pay period after ratification by both parties, non-sworn employees who have worked as a Dispatcher for more than 15 years of continuous full-time service with the City will receive \$300 a month pay.

Effective the first full pay period after ratification by both parties, non-sworn employees who are assigned to a Detective Bureau Secretary assignment will receive \$150 per month.

#### **Training Pay- Non-Sworn Employees:**

Effective the first payroll period after ratification by both parties, and submission of proof of certification to the City, a Non-Sworn employee who possesses the appropriate POST certification, and who is assigned by a supervisor to train other personnel in duties consistent with that certification, shall receive Training Pay as follows.

Employees who have been employed with the City for fewer than ten (10) years shall receive Training Pay in the amount of one hundred fifty dollars (\$150.00) per month, for a period not to exceed four months. Employees who have been employed with the City for ten years and one day or longer shall also receive



Training Pay in the amount of two hundred dollars per month, for a period not to exceed four months.

Both POST certification and acceptance of the assignment are necessary conditions for receiving Training Pay. An employee must perform training duties for at least one full pay period in order to receive Training Pay.

The following non-sworn positions will be eligible for training pay:

- Dispatch Trainer (2)
- Records Trainer (2)
- Parking Enforcement Trainer (1)

An employee's Training Pay shall not increase the employee's unadjusted base salary. Instead, the Training Pay will be added to the employee's unadjusted base salary after any percentage increase to the employee's unadjusted base salary.

No employee shall receive Training Pay for more than four months; however, the Chief of Police may authorize an additional two (2) months in any fiscal year upon a showing of need for such additional training.

During the term of this MOU:

- No more than one (1) employee at a time shall be assigned to the positions of "Parking Enforcement Trainer" and "Detective Bureau Secretary," and
- No more than two (2) employees at a time shall be assigned to the position of "Dispatch Trainer," and
- No more than two (2) employees at a time shall be assigned to the position of "Records Trainer."
- No more than (4) employees at a time shall be assigned to receive jail search pay

### **Canine Assignment**

By and through the Association, the canine handlers agree that the amount of monthly time reasonably necessary to provide for the care and maintenance of their animals and their vehicles is 28 hours. Accordingly, each affected canine handler shall be credited with 28 hours worked as full time spent in the care and maintenance of their animals and vehicles. Effective the first payroll period after ratification by both parties, said hours shall be compensated at the rate of 1.5 times the base rate hourly pay.

The City, its canine officers, and the Association understand and agree that this additional compensation is intended to compensate canine officers for all off-duty hours spent caring, grooming, feeding and otherwise maintaining their canine and canine unit, in compliance with the FLSA and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per



month for the performance of off duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of the officers assigned in the canine special assignment as addressed by *Leever v. City of Carson City*, 360 F.3d1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA.

### **Motorcycle Assignment:**

By and through the Association, those unit members assigned to motorcycle duty agree that the amount of monthly time reasonably necessary to provide for the cleaning and maintenance of their assigned motorcycle is four hours. Accordingly, each affected motorcycle officer shall be credited with four (4) hours worked as full time spent in the care and maintenance of their vehicles. Effective the first payroll period after ratification by both parties, said hours shall be compensated at the rate of 1.5 times the base rate hourly pay.

The City, its motorcycle officers, and the Association understand and agree that this additional compensation is intended to compensate unit members assigned to motorcycle duty for all off-duty hours spent cleaning and maintaining their assigned motorcycle, in compliance with the FLSA and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for motorcycle cleaning and maintenance, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty maintenance and cleaning duties. The hours represented by the above stipend in this agreement were determined after an actual inquiry of the officers assigned to motorcycle duty, as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, all parties believe that this section of the MOU does comply with the requirements of the FLSA.

### **Education Incentive - Sworn Personnel:**

Effective the first full payroll period after ratification by both parties, and submission of proof, the City shall pay each sworn employee an Education Payment which corresponds to the employee's receipt of one of the following degrees:

- An officer with an AA Degree shall receive an Education Payment of \$370 per month;
- An officer with a Bachelor's Degree shall receive an Education Payment of \$465 per month;
- A sergeant with an AA Degree shall receive an Education Payment of \$400 per month;

- A sergeant with a Bachelor's Degree shall receive an Education Payment of \$560 per month.

In order to receive an Education Payment, the employee shall submit evidence that his or her degree has been issued by a college or university that is accredited by one of the national accrediting institutions. Education Payment shall begin on the first full pay period after the employee's submission of such evidence, not from the date of the issuance of the degree. No employee shall be entitled to payment for more than one degree. Any such payment shall not increase the employee's unadjusted base salary. Instead, any such payment will be added to the employee's unadjusted base salary after any percentage increase to the employee's unadjusted base salary.

#### **P.O.S.T. Certificate Incentive – Sworn Personnel:**

Effective the first full payroll period after ratification by both parties, and submission of proof, the City shall pay each sworn employee a P.O.S.T. Certificate Payment which corresponds to the employee's receipt of one of the following degrees:

- An officer with an Intermediate P.O.S.T. Certificate shall receive a P.O.S.T. Certificate Payment of \$370 per month;
- An officer with an Advanced P.O.S.T. Certificate shall receive a P.O.S.T. Certificate Payment of \$465 per month;
- A sergeant with an Intermediate P.O.S.T. Certificate shall receive a P.O.S.T. Certificate Payment of \$400 per month;
- A sergeant with a an Advanced P.O.S.T. Certificate shall receive a P.O.S.T. Certificate Payment of \$560 per month.

In order to receive a P.O.S.T. Certificate Payment, the employee shall submit evidence that the P.O.S.T. Certificate has been issued to the employee. Payment shall begin on the first full pay period after the employee's submission of such evidence, not from the date of the issuance of the Certificate. No employee shall be entitled to payment for more than one P.O.S.T. Certificate. Any such payment shall not increase the employee's unadjusted base salary. Instead, any such payment will be added to the employee's unadjusted base salary after any percentage increase to the employee's unadjusted base salary.

#### **Supervisory P.O.S.T. Certificate Incentive- Sergeants:**

### Supervisory P.O.S.T. Certificate

Effective the first full payroll period after ratification by both parties, City shall pay each sergeant a supplemental payment of \$500 per month in the event the sergeant receives a Supervisory P.O.S.T. Certificate. In order to receive said supplement payment, the sergeant shall submit evidence that the Supervisory P.O.S.T. Certificate has been issued to him or her provided that said supplemental payment shall be paid from the date of the submission of said evidence —not from the date of the issuance of the P.O.S.T. Certificate. The supplemental payment shall not increase the employee's unadjusted base salary. Instead, the supplemental payment will be added to the employee's unadjusted base salary after any subsequent COLA or percentage increase to the employee's unadjusted base salary.

The supplemental payment shall be paid to a sergeant with a Supervisory P.O.S.T. Certificate even though the sergeant also receives payment for a degree or P.O.S.T. Certificate hereinabove described.

A Sergeant who receives a Supervisory P.O.S.T. Certificate may receive a Supervisory P.O.S.T. Payment even if that Sergeant also receives an Education Payment and/or a P.O.S.T. Certificate Payment.

### Educational Incentive - Non-Sworn Personnel

Effective the first full payroll period after ratification by both parties, the City shall pay each Non-Sworn employee an Education Payment which corresponds to the employee's receipt of one of the following degrees:

- An employee with an AA Degree shall receive an Education Payment of \$100 per month;
- An employee with a Bachelor's Degree shall receive an Education Payment of \$200 per month;

In order to receive an Education Payment, the employee shall submit evidence that his or her degree has been issued by a college or university that is accredited by one of the national accrediting institutions. Education Payment shall begin on the first full pay period after the employee's submission of such evidence, not from the date of the issuance of the degree. No employee shall be entitled to payment for more than one degree. Any such payment shall not increase the employee's unadjusted base salary. Instead, any such payment will be added to the employee's unadjusted base salary after any percentage increase to the employee's unadjusted base salary.

### **P.O.S.T. Certificate Incentive – Non-Sworn Personnel:**

Effective the first full payroll period after ratification by both parties, the City shall pay each qualified Non-Sworn employee a P.O.S.T. Certificate Payment as follows:

- A full-time employee who holds a P.O.S.T. Supervisory Certificate shall receive a P.O.S.T. Certificate Payment of \$310 per month;
- A Dispatcher Supervisor or Records Supervisor who holds a P.O.S.T. Supervisory Certificate shall receive a P.O.S.T. Certificate Payment of \$500 per month;
- A Dispatcher or Dispatcher Supervisor who holds an Intermediate P.O.S.T. Certificate shall receive a P.O.S.T. Certificate Payment of \$100 per month;
- A Dispatcher or Dispatcher Supervisor who holds an Advanced P.O.S.T. Certificate shall receive a P.O.S.T. Certificate Payment of \$200 per month;

In order to receive a P.O.S.T. Certificate Payment, the employee shall submit evidence that the P.O.S.T. Certificate has been issued to the employee. Payment shall begin on the first full pay period after the employee's submission of such evidence, not from the date of the issuance of the Certificate. No employee shall be entitled to payment for more than one P.O.S.T. Certificate. Any such payment shall not increase the employee's unadjusted base salary. Instead, any such payment will be added to the employee's unadjusted base salary after any percentage increase to the employee's unadjusted base salary

### **Tuition Reimbursement**

Effective the first payroll period commencing on or after July 1, 2008, Section 2.8 of the City Personnel Rules and Regulations shall be amended to provide that the tuition reimbursement described therein shall allow for reimbursement eligibility for full time sworn employees who have passed original probation in an amount not to exceed \$2,000, and that the reimbursement eligibility for full time non-sworn police department employees who have passed original probation shall be in an amount not to exceed \$1,500 per fiscal year.

Personnel Rule § 2.8 shall be concurrently amended to provide that tuition reimbursement shall be allowed only as regards courses (a) provided by an accredited college or university; and (b) in a field of study reasonably related to the employee's duties; and (c) as determined appropriate by the Executive Team.

### **Funeral Reimbursement:**

Effective the first full payroll period after ratification by both parties, the City shall bear the reasonable and customary expenses related to the funeral of any sworn or non-sworn employee killed while in the course and scope of employment during scheduled

hours of work. However, in no case shall the total City funeral expenditure exceed ten thousand dollars (\$10,000.00) in any one funeral.

In defining what constitutes "reasonable and customary" expenses of a funeral, the parties agree upon the following:

- Cost of casket; and
- Cost of plot or other location of interment; and
- Cost for transportation of body to place of interment; and
- Ceremonial costs (fee of individual officiating at the funeral ceremony).

## **Section 4 - Attendance and Leaves**

### **Sick Leave Rules:**

The general policy for sick leave will remain as set forth in Section 11.4 of the Personnel Rules.

Effective August 1, 1995, each eligible employees shall elect their maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hours accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible employee wishes to elect a maximum sick leave accrual level that is at a higher level than their closest currently accrued sick leave hours, they may do so. The maximum accrual elected by the eligible employee will be irrevocable.

Once the election is made by the employee, such excess hours will be removed from the employee's sick leave hours accrual, calculated at their then straight time hourly rate and placed into a sick leave hours bank to be paid at no less than 50% of the total value, with the timing and methods of payment to be determined by the City.

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

### **Annual Sick Leave Incentive:**

Sick leave shall accrue on an hourly basis of eight (8) hours per month and shall be debited on an hourly usage basis. Each January 1, eligible employees will commence to accrue sick leave hours above their prior elected sick leave hours bank (300, 600 or 900). At the close of the calendar year, each eligible employee will receive 50% of the unused portion of sick leave hours as compensation, calculated at their then straight time hourly rate. Payment will be made at the next closest pay period.



**Bereavement Leave:**

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

**Vacation:**

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

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

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

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

Employees may accumulate up to a maximum of two (2) vacation periods in any one calendar year for the purpose of a vacation leave with approval of the department head. A vacation period is defined as the maximum amount of vacation leave accrued by an employee in any calendar year, in accordance with the detailed accrual levels in Section 11.3 of the Personnel Rules.

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

- Employees having less than five (5) years of employment shall accrue 96 vacation hours per year. The maximum amount of vacation accrual shall be 192 hours.
- Employees having more than five (5) years but less than ten (10) years of employment shall accrue 120 vacation hours per year. The maximum amount of vacation accrual shall be 240 hours.



- Employees having more than ten (10) years but less than fifteen (15) years of employment shall accrue 144 vacation hours per year. The maximum amount of vacation accrual shall be 288 hours.
- Employees having more than fifteen (15) years but less than twenty (20) years of employment shall accrue 168 vacation hours per year. The maximum amount of vacation accrual shall be 336 hours.
- Employees having more than twenty (20) years of employment shall accrue 192 vacation hours per year. The maximum amount of vacation accrual shall be 384 hours.

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

In the event a legal holiday falls during a vacation leave, those affected employees will not have said holiday charged as vacation leave, and the vacation leave shall be extended or credited accordingly.

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

### **Holidays:**

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

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

2. For employees working a *5/40 plan*, the following days shall be observed as holiday January 1st; the third Monday in February; the last Monday in May; July 4th; the first Monday in September; November 11th; the fourth Thursday in November; the day after the fourth Thursday in November; December 24th; December 25th, and such other days as may be designated as holidays by motion of the City Council.

If any of the before mentioned holidays fall on a Saturday, the preceding Friday will be the holiday in lieu thereof. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

- a) Employees working a *4/10 plan* will receive two (2) ten (10) hour days of floating leave, for a total of 110 hours.

- b) If implemented, employees working a 3/12 plan will receive one (1) twelve (12) hour day of floating leave, for a total of 120 hours.
  - c) Employees working a 5/40 plan will receive three (3) eight (8) hour days of floating leave, for a total of 104 hours.
3. In lieu of Martin Luther King Day, each employee shall receive one (1) ten (10)hour day of floating leave, regardless of whether the employee is on the 4/10 plan, the 3/12 plan or the 5/40 plan, each fiscal year commencing on July 1, 2015.

**"Holiday Bank-" Shift Employees:**

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

The times during which an employee may take his/her holiday bank hours shall be approved by the department head with due regard for the wishes of the employees and for the needs of the service. "Holiday Bank" leave maybe used in hourly increments. Employees may accumulate up to a maximum of one hundred (100) hours of "Holiday Bank" time.

If an employee, because of business necessity, is not able to utilize excess accrued "Holiday Bank" hours, the employee will be paid for any hours in excess of their maximum "Holiday Bank" accrual upon written request to, and approval of the employee's department head. Each January 1, hours in excess of the "Holiday Bank" maximum accrual will be removed from the employee's Holiday Bank hours accrual, calculated at the employee's straight time hourly rate as of that calculation, and paid to the employee no later than June 30 of the same year.

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

### **Non-Shift Employees:**

Non-shift employees shall mean the following positions represented by the Baldwin Park Police Association, working a 4/10 schedule:

- Records Clerk assigned to Police Administration;
- Police Technician;
- Parking Enforcement Officer;
- Police Sergeant assigned to Police Administration;
- Records Supervisor; and
- Dispatch Supervisor

If any of the holidays set forth hereinabove fall on a Friday or a Saturday, the holiday will be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the holiday will be observed on the following Monday.

At the beginning of each calendar year, the City will determine how many of the above holidays fall on a Friday and/or Saturday. An employee will be credited with an equivalent number of hours of holiday time ("Holiday Bank"), in addition to the two (2) ten (10) hour days of floating leave provided for hereinabove.

The times during which an employee may take his/her holiday bank hours shall be approved by the department head with due regard for the wishes of the employees and for the needs of the service. "Holiday Bank" leave maybe used in hourly increments. Employees may accumulate up to a maximum of one hundred (100) hours of "Holiday Bank" time.

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

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

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

**Military Leave:**

Military leave is a temporary leave of absence for ordered military training or for active military duty in the Armed Forces of the United States or its Allies or of the National Guard or the Naval Militia, during a proclamation of war or national emergency by the President of the United States or Congress, an order or request of the United Nations that the Armed Forces of the United States serve outside of the United States or their territories, or any national conscription act in effect.

The City shall comply with all federal and state laws relative to military leave.

An employee granted military leave pursuant to Section 11.6 of the Personnel Rules shall not be granted additional compensation when such leave extends beyond the employee's regularly scheduled workdays per week to his/her "days off".

**Jury Duty Leave:**

An employee granted jury duty leave pursuant to Section 11.7 of the personnel Rules shall not be granted additional compensation when such leave extends beyond the employee's regularly scheduled work days per week to his/her "days off".

**Training/Conference Leave**

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

**Injury on Duty:**

While any employee is on injury on duty status, his/her work hours will be 8:00 A.M. to 5:00 P.M., Monday through Friday, so that there is no issue regarding eligibility for overtime while receiving treatment or keeping doctor's appointments.

## **Section 5 - Work Schedules**

### **Experimental 4/10 Plan:**

The City agreed to implement an experimental 4/10 plan for all employees in the Police Department effective August 2, 1992. The Association recognizes that the City may at its sole discretion end the 4/10 plan at any time. The termination of such 4/10 plan is not subject to the grievance process or any other administrative review. The Association recognizes that the 4/10 plan is not a vested right in any manner, and that the termination of such 4/10 plan is not subject to the meet and confer process or meet and consult process.

The Association further recognizes that the implementation of the 4/10 plan does not create any additional overtime obligation for the City under the Fair Labor Standards Act.

In order to avoid an overtime obligation, the City may adjust employee's work periods as necessary so that the employee's forty (40) hours of scheduled work does not overlap into another work period

### **Workday:**

For employees assigned to patrol and dispatch duty, a standard workday shall consist of ten (10) hours, including a paid restricted meal period of one-half (1/2) hours. Meals periods shall be in accordance with department administrative guidelines.

For employees not assigned to patrol and dispatch duty a standard workday shall consist of ten and one-half (10 1/2) hours; nine hours and fifty minutes (9:50) of work time and forty (40) minutes as a non-paid unrestricted meal period. Meal periods shall be in accordance with department administrative guidelines.

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

### **Hours of Work:**

Non-shift employees, as defined in this Memorandum of Understanding, shall work Monday through Thursday, 7:30 a.m. to 6:00 p.m.

Detectives and Records Specialists assigned to investigations shall work either Monday through Thursday or Tuesday through Friday (as determined and assigned by the department), 7:00 a.m. to 5:30 p.m.

Shift employees shall work as scheduled.

**3/12 Alternate Work Schedule:**

Discussions will continue on the feasibility of the 3/12 work schedule for Patrol and/or Dispatch. The Patrol assignments of Traffic Bureau, Community Service Officers and will not be included for consideration of working a 3/12 schedule. The Detective Bureau will not be included for consideration of working a 3/12 schedule.

**Workweek:**

For employees working a 9/80 or 3/12 work schedule, in accordance with 29 C.F.R. § 778.105, each employee's designated FLSA workweek (168 hours in length) shall begin exactly four hours after the start time of his/her eight-hour shift on the day of the week that corresponds with the employee's alternating regular day off.

**Workweek (Sworn employees):**

The 3/12.5 Work schedule is authorized per Section 7(k) of the Fair Labor Standards Act. The City has adopted a 28 day work period in accordance with Section 7(k).



## **Section 6 - Overtime**

### **Overtime Authorization:**

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

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

### **Clothes Changing**

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

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

### **Shift Trades:**

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

"Paybacks" of shift trades are the obligation of the two employees involved in the trade. "Paybacks" are to be completed within twelve (12) months of the date of the initial shift

trade. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the Department be obligated for any further compensation whatsoever to any of the involved employees. The Department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

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

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

### **Early Relief Policy**

The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing the early relief shall not have his/her compensable hours increased as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the Department be obligated for any further compensation whatsoever to any of the involved employees. The Department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

### **Firearms Qualification:**

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

### **City Vehicle Use:**

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle. This provision also applies in those situations where the radio must be left on and monitored.

This provision does not preclude compensation in those instances detailed in the "Canine Assignment" or "Motorcycle Assignment" provisions of this MOU.

### **Canine Assignment**

Employees assigned to canine duty shall not be compensated in any manner whatsoever for hours spent in travel time to and from work in a City vehicle, unless such travel time is interrupted to perform law enforcement duties. In the event that such travel time is interrupted to perform law enforcement duties, the officer will be compensated for actual time spent engaged in such duties. Canine handler travel time related to the training, care and maintenance of the canine shall be included within the enumeration of hours worked as set forth in Section 3 (Insurance/Supplemental Wage Payments) hereinabove and shall not be subject to additional compensation.

### **Motorcycle Assignment:**

Employees assigned to motorcycle duty shall not be compensated in any manner whatsoever for hours spent in travel time to and from work on a city motorcycle, unless such travel time is interrupted to perform law enforcement duties. In the event that such travel time is interrupted to perform law enforcement duties, the officer will be compensated for actual time spent engaged in such duties. An officer will be compensated for actual time spent in department required and approved training at times other than the officer's regular working hours. Motorcycle officer travel time related to care, upkeep, and incidental repair and maintenance of the officer's assigned motorcycle shall be included within the enumeration of hours worked as set forth in Section 3 (Insurance/Supplemental Wage Payments) hereinabove and shall not be subject to additional compensation.

### **Gym Facility:**

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

### **Callback Pay:**

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

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

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

#### **Court Pay:**

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

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

#### **Court Standby Pay:**

Court Standby time is not considered hours worked under the Fair Labor Standards Act. However, in recognition of the City's past practice, effective July 1, 2015, the employee will receive credit for two (2) hours in the a.m., and two (2) hours in the p.m., provided that the employee is not actually required to be present in the court buildings.

Effective July 1, 2015, the City will provide employees working the graveyard shift credit for two (2) hours in the a.m. and two (2) hours in the p.m., provided that the employee is not actually required to be present in the court buildings. In return, the City will collect all previously City-issued pagers.

Employees shall be responsible for calling the on-call court hotline to verify if they are still on-call and shall comply with the department's on-call policy. Said employee shall notify his/her immediate supervisor within twenty-four (24) hours when there is a change in contact information such as a new home/cell telephone number.

Court standby will continue to be paid for those employees' assigned regular days off, that fall Monday - Friday.

#### **Training Time:**

Attendance at training schools/facilities (including the academy), which improve the performance of regular tasks and/or prepare for job advancement are not compensable for hours in excess of the employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits is not

compensable hours of work, even though the employee may be confined to campus or to barracks 24 hours a day.

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

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

### **Work Period:**

The work period for all employees (both sworn and non-sworn) within the bargaining group shall be seven (7) days in length.

### **Overtime Compensation:**

For purposes of calculating overtime, all employees required to work in excess of the standard work period of forty (40) hours in a seven (7) day cycle shall receive compensation at the rate of one and one-half his/her regular rate of pay ("time and a half"). The term "regular rate of pay" shall include the following components in addition to base salary:

- Education Incentive;
- P.O.S.T. Incentive;
- Bilingual Pay;
- Special Assignment Pay;
- Longevity Pay;
- Any other performance-based incentive.

Paid leave time exclusions, as defined below, are excluded from the total hours worked under this Section.

### **MOU Overtime:**

Effective the first full pay period after ratification by both parties, an officer will be entitled to "MOU Overtime" in addition to regular overtime, as follows:

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



- An employee that is required to work on any City-recognized Holiday will be compensated at the regular rate of pay and will also receive his/her choice of either twelve (12) hours of "Holiday Bank" time, or twelve hours of paid straight time at the employee's regular rate of pay.
- An employee who is called into work outside of the employee's regular shift on a City- recognized Holiday will be compensated at one and one- half (1.5) times the employee's regular rate of pay.

### **Compensatory Time:**

In lieu of receiving cash payment for hours worked in excess of forty (40) hours during the seven (7) day work period, an employee may elect the option of earning compensatory time. Compensatory time shall be computed by a factor of 1.5 times the employee's hours of overtime worked. A cap of one hundred and fifty (150) hours shall be placed on the accrual of compensatory time off. The times during which an employee may take his/her compensatory time shall be approved by the appointing authority with due regard for the wishes of the employee and for the needs of the service.

Should this provision be found invalid by an arbitrator, court of competent jurisdiction or the Department of Labor, the accrual of compensatory time shall cease and all accrued compensatory time shall be paid at the employee's current straight time rate.

On or before December 31 of each year, an employee shall reduce his/her accrued compensatory time to seventy-five (75) hours or less. Any time in excess of seventy-five (75) hours shall be paid at the employee's current straight time rate.

Upon separation from City service, an employee shall be compensated for all accrued compensatory time up to two hundred (200) hours at his/her straight time hourly base rate at the time of separation.

### **Paid Leave Exclusions**

In determining an employee's eligibility for overtime compensation in a work period, paid and unpaid leaves of absence shall be excluded from the total hours worked. To the extent authorized by law, paid leaves of absence which shall be excluded include, but are not limited to, the following:

- Sick Leave;
- "4850 Time" Leave;
- Jury Duty Leave;
- Administrative Leave;
- Bereavement Leave



- Military Leave
- Workers' Compensation/IOD Leave

#### **New Fair Labor Standards Act Regulations:**

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

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

#### **Pay Periods:**

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

#### **City Switchboard:**

The City agrees that civilian dispatchers will not be required to provide for the operation of the City switchboard.

#### **Identification for Non-Sworn Employees:**

The City shall provide all non-sworn employees with a modified City identification card. Such identification will indicate that the employee works within the City Police Department.

#### **Yearly Physical Examinations:**

The City shall provide yearly physical to each public safety employee, by a physician of the City's choice.

### **Uniform/Equipment Allowance - Sworn**

Effective July 1, 2015 the City will provide \$900.00 per year for eligible employees by adding this amount to each employee's paycheck but will not increase the employee's base salary.

The City shall continue to provide new employees with two (2) complete uniforms (excluding shoes) upon commencing employment with the City. In addition, the City will provide employees on Specialty Assignment and members of the Special Response Team with the initial set of the appropriate uniform and equipment required for the employee's position.

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

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

### **Uniforms - Non-Sworn:**

The City shall provide new non-sworn employees with two (2) complete uniforms (excluding shoes) upon commencing employment with the City.

The City will provide \$500 per year for eligible non-sworn employees by adding this amount to each employee's paycheck but will not increase the employee's base salary.

### **Safety Equipment**

All sworn employees shall be provided the following safety equipment:

- Weapon-based upon recommendation of the Range Master;
- Rounds of ammunition annually, based upon recommendation of the Range Master;
- 3 ammunition clips;
- Oleoresin Capsicum Spray;
- Baton;
- Handcuffs (Peerless, Smith and Wesson, or like quality);
- Bullet-proof vest;
- Helmet;
- Raingear (coat, pants and boots);
- 1 "Sam Browne" belt;
- 4 keepers;
- 1 uniform belt;
- 1 baton holder;
- 1 cuff case;
- 1 Oleoresin Capsicum Spray holder;
- 1-double ammunition pouch;
- 1 holster;
- 1 key holder;
- 1 radio holder; and
- Flashlight.

Upon leaving the employ of the City, the employee shall return all equipment to the City. All repairs to said equipment shall be made on an as needed basis, shall be paid for by the City, and shall be made through Keystone Uniforms or other appropriate outlet(s). The Division Commander must approve repair or replacement in advance.

**Dues Authorization:**

Upon receipt of an executed voluntary written authorization, the City shall deduct Association dues on a bi-weekly payroll basis for employees represented by the Association. The Association shall provide the form for this purpose and the amounts to be deducted for Association dues shall be certified to the City by the appropriate Association official. Such deductions shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made. Such deductions shall be forwarded to the Association within twenty (20) working days following such deductions from the employee's pay.

Authorization for dues deductions shall be revocable by the employee upon fifteen (15) days advance written notice to both the Association and to the City.

The Association hereby agrees to indemnify and hold harmless the City for any loss or damages, claims or causes of action, and legal fees arising from the operation of this provision of the Memorandum. It also is agreed that neither any employee nor the Association shall have any claim for error against the City for any deductions made or not made, as the case may be.

**Americans With Disabilities Act:**

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agreed that the provisions of this agreement may be set aside in order for the City to avoid discrimination relating to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The City will notify the Association of these proposed accommodations prior to implementation.

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

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

## **Alcohol and Drug Abuse Policy Purpose**

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

## **Alcohol and Drug Abuse Policy:**

### **Alcohol/Drug Abuse and Testing**

#### **A. Pre-Employment Alcohol and Drug Testing**

The parties agree that all new hires (after ratification of this agreement) represented by the unit will be subject to pre-employment alcohol and drug testing. Employment will be contingent upon the results of this testing.

The parties specifically understand and agree that marijuana remains a Class I controlled substance under federal law, and despite the existence of conflicting state law, the City is entitled to, and will, without exception, deny employment to any applicant who tests positive for marijuana on a pre-employment drug test.

#### **B. Alcohol and Drug Abuse Policy**

##### **1. City Policy**

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

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

While use of medically prescribed medications and drugs is not per se a violation of this policy, the employee must notify their supervisor, before beginning work, when taking medications or drugs (including the possible effects of taking such medication and drugs) which could foreseeably interfere



with the safe and effective performance of duties or operation of equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from their physician may be required.

The parties specifically understand and agree that marijuana remains a Class I controlled substance under federal law. The parties further agree that despite the existence of conflicting state law, the City is entitled to discipline an employee who tests positive for marijuana on a drug test imposed pursuant to City policy, regulations, or federal/state law.

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

## **2. Application**

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

### **Alcohol and Drug Abuse Policy Application:**

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

### **Employee Responsibilities:**

An employee must:

1. Refrain from the use of, or unlawful possession of, illegal drugs or narcotics while on duty;
2. Not report to work while his/her ability to perform job duties is impaired due to alcohol or drug use;
3. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or at any time while on city property, unless authorized by the Police Department;

4. Not directly or through a third party sell or provide illegal drugs to any person, including any employee, while either employee or both employees are on duty;
5. Notify his/her supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, prescription or non-prescription, which the employee believes may interfere with the safe and effective performance of duties or operation of equipment;
6. Report to their supervisor of any criminal drug statute conviction no later than five (5) days after such conviction;
7. Report to the supervisor when they have knowledge of objective evidence those other employees may be under the influence of drugs or alcohol or engaging in illegal drug related activities.

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

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

#### **Management Responsibilities:**

1. Managers and supervisors are responsible for reasonable enforcement of this policy.
2. Notify the affected contract/granting agency within ten (10) days after receiving notice of any conviction.
3. Prepare and distribute to all employees, a summary of available benefits through the various health plans. Any information will be distributed through the Personnel Services office.
4. To treat any cases where rehabilitation is recommended or already underway as a medical situation, subject to current medical leave policies.
5. To maintain strict confidentiality on all matters arising under the provision of this policy. Medical information, if necessitated, will be maintained by Personnel Services in separate, secured files.
6. Information will only be shared where there is a bona fide "need to know" by management in instances where referrals, rehabilitation, medical

leaves, work accommodation, discipline or other employment related decisions are affected.

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

#### **Community Based Policing:**

The Association, in conjunction with the City, will continue their commitment to effectuate, maintain and expand a Community Based Policing Policy for the betterment of the citizens of the City.

#### **Outside Employment:**

The City has developed a policy pursuant to its legislative discretion by which personnel may engage in outside employment on their off hours that does not conflict with their official duties; and City agrees to maintain a policy on outside employment.

#### **Standardized Testing for Sworn Employees' Promotional Exams:**

Department management and Human Resources agree to institute a system of standardized testing for promotions as soon as practically possible.

#### **Probationary Period- Sworn:**

Probationary period for sworn officers is (12) twelve months for lateral and promotional employees only. New employees remain at (18) eighteen months.

#### **Modified Duty:**

Management retains the right to determine operational needs and to assign personnel in keeping therewith. This management right includes the right to determine and create modified duty assignments.


**Corporal Assignment - Sworn:**

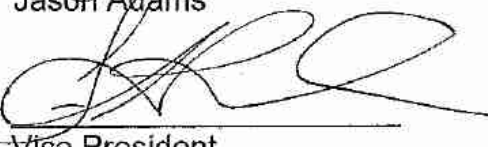
Effective the first full payroll period after ratification by both parties and assignment by the Chief of Police, employees who have completed more than 12 years of continuous service with Baldwin Park Police Department (BPPD), and successfully completed two specialty assignments, will be eligible for a Corporal assignment resulting in an increase in salary of \$300 a month. A maximum of six (6) Corporal assignments will be available at any one time, as determined based on an interview/selection process determined by management.

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

BALDWIN PARK POLICE ASSOCIATION

  
\_\_\_\_\_  
Chief Negotiator  
Steve Turner

  
\_\_\_\_\_  
President, Executive Officer  
Jason Adams


  
\_\_\_\_\_  
Vice President  
Francisco Real

  
\_\_\_\_\_  
Staff Representative  
Johnny Patino

  
\_\_\_\_\_  
Civilian Representative  
Liz Pereida

3/21/18  
\_\_\_\_\_  
Date

CITY OF BALDWIN PARK

  
\_\_\_\_\_  
Mayor  
Manuel Lozano

3/21/18  
\_\_\_\_\_  
Date