

*Dedicated to service*



**DRAFT**

Master  
Memorandum of Understanding  
Between  
City of Huntington Park  
and  
City of Huntington Park  
Police Officers' Association  
(POA)

July 1, 2016 through June 30, 2019

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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, hereinafter called the "MOU" is made by and between the City of Huntington Park, California, hereinafter called the "City" and the Huntington Park Police Officers' Association, hereinafter called "HPPOA" or "Association" representing the full-time, non-management, sworn police and certain non-sworn police safety classified employees of the City. 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.

**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," as amended, and attached hereto, pursuant to the City's Employer-Employee Relations Resolution No. 69-76, as amended, generally referred to and hereinafter called "HPPOA," "Police Officers' Association" or "Unit Employees."

**III. BARGAINING UNIT CHANGES**

Any change in the classes which compose the Police Officers' Association HPPOA unit shall be in accordance with the provisions of the City's Employer-Employee Relations Resolution No.69-76, as amended.

**IV. NONDISCRIMINATION**

**A. POLICY**

No unit employee shall be subject to discrimination which is prohibited by applicable federal, state or local law. In accordance with this policy, the City agrees that no employee shall be interfered with, intimidated, restrained, coerced, employed, promoted, demoted, discharged or in any way favored or discriminated against because of political opinions or affiliations, race, religious belief, age, sex

sexual orientation, gender orientation, physical or mental disability, or because of the exercise of his/her rights under this MOU.

**B. ASSOCIATION AGREES NOT TO DISCRIMINATE**

In accordance with the above policy, HPPOA agrees not to discriminate against a unit employee because of the exercise of his or her rights granted under this MOU or with respect to admission to membership and the rights of membership in HPPOA for any of the above enumerated reasons.

**V. CONFIDENTIAL EMPLOYEES – EMPLOYEE RELATIONS**

1. In accordance with G.C. Section 3507.5, California public agencies may designate certain key employees as confidential for Employee Relations purposes.
2. The confidential employees are generally those who have access to confidential or privileged information dealing with labor relations.
3. Those unit employees designated as confidential are not permitted to represent other employees of the agency in labor matters – negotiations or discipline hearings, for example – in order to avoid an obvious conflict of interest, the appearance of bad faith and the willful or inadvertent release of information that could seriously impair the labor-management relationships within the agency.
4. Upon agreement between the City and POA, certain incumbent unit employee(s) can be designated as confidential by the City Manager after meeting and conferring with the association. Those employees designated as Confidential-Employee Relations are prohibited from representing any employee organization or any matter within the scope of representation.
5. A designated confidential employee may be permitted to participate in certain labor relation functions if so approved in advance by the City Manager.

**VI. DUES/INSURANCE CHECK-OFF**

The City shall, on behalf of HPPOA during the term of this MOU shall do the following:

## ARTICLE ONE

1. Provide official payroll deductions for HPPOA dues and approved insurance and welfare plan fees (uniform in dollar amount for all unit employees) to be deducted bi-weekly by the City from the salary of each unit employee who has filed a written authorization, on the appropriate City form, that such deduction be made.
2. Assistance to HPPOA on a quarterly basis by identifying newly hired unit employees in the representation unit.
3. Distribution of HPPOA membership packets, if provided by the City, to newly hired unit employees in the representation unit; and
4. Inform all new hires in the representation unit that HPPOA is the employee organization designated as the representative of the employees in the unit.

### VII. 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.

### VIII. 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 meetings of unit employees provided space is available, and provided further such meetings are not used for organizational activities or membership drives of unit employees. 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.
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.

### IX. USE OF BULLETIN BOARDS

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

## ARTICLE ONE

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. In the event that posted materials are, in the opinion of the department head, objectionable or interfere with the proper functioning of the department, the department head may order the material removed provided, however, the department head first discusses such removal order 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 its right to have material posted on City bulletin boards.
5. The HPPOA shall be permitted to use the City's email system to communicate to its unit employees provided; however, the association and its members shall comply with the City's Information Technology Equipment policy and other regulations as set forth by the City.

### **X. RIGHTS**

#### **A. EMPLOYEE RIGHTS**

1. Unit employees of the City 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. Unit employees also shall have the right to refuse to join or participate in the activities of employee organizations.
3. No unit 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:

## ARTICLE ONE

1. To manage the city generally and to determine policies, procedures, and the right to manage the affairs of the City;
2. To determine the existence or nonexistence of facts, which are the bases of the Management decision;
3. To determine the necessity, organization, and implementation of any service or activity conducted by the City or other governmental jurisdictions, and expand or diminish services;
4. To determine the nature, manner, means, extent, type, quantity, quality and technology, standards, level and extent of services to be provided to the public; To determine methods of financing;
5. To determine quality, quantity and types of equipment or technology to be used;
6. 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;
7. 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;
8. 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;
9. 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;
10. To establish and modify productivity and performance programs and standards;
11. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reduce, reprimand, withhold salary increases and benefits, or otherwise discipline unit employees for cause;
12. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reallocate and reclassify unit employees;

## ARTICLE ONE

13. To hire, transfer, promote, reduce in rank, demote, reallocate, and terminate unit employees and take other personnel action for nondisciplinary reasons in accordance with the MOU and applicable resolutions and Codes of the City;
14. To determine policies, procedures and standards for selection, training and promotion of unit employees;
15. To establish unit employee performance standards, including quality and quantity standards, and to require compliance therewith;
16. To maintain order and efficiency in its facilities and operations;
17. 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;
18. To restrict the activity of an employee organization on City property and on City time except as set forth in the Employer-Employee Relations Resolution;
19. 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 and the mission of the Agency in emergencies or other time deemed necessary by the city not 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 impasse requirements as set forth in the City’s Employer-Employee Relations Resolution 69-76 as amended, nothing shall prevent the City from implementing said management rights.

**XI. PAID TIME OFF FOR HPPOA REPRESENTATIVES**

**A. RELEASE TIME**

1. Leave of Absence with Pay is authorized for representatives of HPPOA to attend employer relations related conferences, meetings, institutes, or similar affairs approved in advance by the Chief of Police (in addition to meet and confer sessions with City representatives).
2. Such leave is subject to the prior approval of the Chief of Police or City Manager.

**B. LIMITATIONS**

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

**ARTICLE TWO:**

**SALARIES AND COMPENSATION**

**I. SALARIES**

**A. SALARY ADJUSTMENTS – July 2016**

Effective on the first day of the pay period which includes July 1<sup>st</sup> of 2016, all classifications in the unit shall receive a three percent (3.00%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on March 2014.

**B. SALARY ADJUSTMENTS – July 2017**

Effective on the first day of the pay period which includes July 1, 2017, all the classifications in the unit shall receive a three percent (3%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on July 2016.

**C. SALARY ADJUSTMENTS – July 2018**

Effective on the first day of the pay period which includes July 1, 2018, all the classifications in the unit shall receive a two and 49/100 percent (2.49%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on July 2017.

**II. COLA IN LIEU LEAVE**

The City of Huntington Park (City) and the Huntington Park Police Officers' Association (HPPOA) agreed to retain forty (40) hours of COLA in Lieu Leave as stated below.

- a) COLA in Lieu Leave Conditions: The HPPOA agrees that the COLA in Lieu Leave cannot be taken if overtime will be required to backfill that employee's position. The HPPOA agrees that the forty (40.00) hours of COLA in Lieu Leave cannot be cashed out and will be on a "use it or lose it" basis the last pay period of the fiscal year. Any unused portion of the forty (40.00) hours of COLA in Lieu Leave will be lost by the employee if it is not utilized prior to the end of the day of the last pay period of the fiscal year. In an effort to minimize any loss of unused COLA in Lieu, members should begin no later than ninety (90) days prior to the expiration of any unused leave, to consult with department supervision and management in an effort to schedule use of remaining leave prior to the expiration date of any unused COLA in Lieu Leave.
- b) Subject to subsection a), above, COLA in Lieu Leave may be used or substituted for Holiday Leave time or Vacation Leave time.

**III. 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 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.

**IV. FIVE STEP SALARY SCHEDULE**

**Step 1**

- a) Shall be the entry level step for new unit employees 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 class 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 should 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.

**V. 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.

**VI. 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 unit employee shall be appointed to the classification of Police Officer 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.

**VII. 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. The probationary period may be extended by the approval of the Chief of Police and City Manager for the length of time of the total approved leave time taken (paid leave time or protected non pay leave time) taken during the unit employee’s probationary period.

**B. “AT WILL” STATUS**

1. During the probationary period, a unit employee serves as an “at will” status 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.

**VIII. 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 increase for their new classification.

**IX. ANNIVERSARY DATE**

**A. DATE OF INITIAL HIRE**

1. For all purposes, except eligibility for salary increases which uses the date of promotion to a higher class, 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.
- 2.
3. In cases of reemployment of a unit employee who has left the City longer than one (1) year, the anniversary date shall be the effective date of reemployment as a salaried full-time employee, less the time the unit employee was on approved leave of absence.

**B. LIMITATIONS**

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

**X. EQUIVALENT BIWEEKLY, MONTHLY AND ANNUAL RATE**

1. Equivalent biweekly pay rate shall be determined by multiplying the hourly rate by eighty (80) hours.
2. Equivalent annual pay rate shall be determined by multiplying the hourly rate by two-thousand eighty (2080) hours.
3. Equivalent monthly pay rate shall be determined by dividing the annual rate by twelve (12) months.

**XI. FREQUENCY OF PAYCHECK ISSUANCE**

Current unit employees shall be paid bi-weekly, once every two (2) weeks, either by paycheck or by direct deposit, as elected by the unit employee.

**XII. 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 Personnel Supervisor who may grant or deny employees request.

**XIII. VOLUNTARY 457 DEFERRED COMPENSATION PLAN**

**A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN**

1. City agrees to provide a deferred compensation plan for unit employees covered herein pursuant to IRS Code Section 457.
2. If more than one plan is offered, unit employees shall be limited to participation in one (1) plan at a time.

**B. PLAN DOCUMENTS AND RULES**

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

**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 Division.

**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.

**XIV. SENIOR POLICE OFFICER CLASSIFICATION**

**A. PURPOSE**

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

**B. CIVIL SERVICE STATUS**

The Senior Police Officer classification has Civil Service status subject to the City's Civil Service Rules and Regulations.

**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. SENIOR POLICE OFFICER REPLACED DETECTIVE ASSIGNMENT PAY**

1. Effective July 1, 1987, it is understood and agreed by both parties that the establishment of the Senior Police Officer classification replaced and eliminated Detectives assignment pay which was previously provided to Police Officers regularly assigned to the Detective Bureau.
2. The City agrees to maintain twenty (20) Senior Police Officer positions.

**XV. 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 corresponding department head 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 seven (7) consecutive scheduled work days or fifty-six (56) consecutive scheduled working hours, including paid holidays.

**B. COMPENSATION**

1. A unit employee approved for acting pay:
  - 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
  - Shall in no instance be entitled to be paid more than Step "5" of the acting classification.

## ARTICLE TWO

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, and
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.

### C. LIMITATIONS

1. The City strongly encourages departments not to use acting pay longer than six (6) months assignments unless extension is approved in writing by both the Chief of Police and City Manager.
2. Acting assignments are not provisional appointments.

## XVI. FIELD TRAINING OFFICER PAY

### A. PURPOSE

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

### B. APPOINTMENT AND LENGTH OF ASSIGNMENT

The Chief of Police has the total discretion as to what Police Officer or Senior Police Officer shall be assigned as a Field Training Officer (FTO).

**C. COMPENSATION**

1. Police Officers and Senior Police Officers working the 4/10 work schedule assigned to serve as a Field Training Officer (FTO) shall be compensated an additional pay of One-Hundred dollars (\$100) per work week or prorated per day worked.
2.
  - a) Police Officers or Senior Police Officers assigned to serve as a Field Training Officer (FTO) who works a shift in the Hybrid 3 x 13.20 (Weekends) work schedule shall be compensated Thirty-Three dollars (\$33.00) per shift, not to exceed One-Hundred dollars (\$100.00) in a workweek.
  - b) The Thirty-Three dollars (\$33.00) rate shall only apply to FTO work conducted on the 3 x 13.5; 13..5; 13.0 Hybrid schedule.
  - c) If an FTO works a shift in the 4/10 (weekday) schedule, the compensation shall be Twenty-Five dollars (\$25.00) per shift.
  - d) However, the FTO compensation limit of One-Hundred dollars (\$100.00) per workweek still applies and shall not be exceeded if an FTO works an extra shift during the workweek.

**XVII. 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 which 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 Division will conduct the proficiency tests, as needed, in designated language.
3. The Human Resources Division 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.

**XVIII. MOTORCYCLE DUTY PAY**

**A. PURPOSE**

1. The purpose of the specialized motorcycle duty assignment is to provide the Police Department with selected qualified unit employees who are responsible for performing selected traffic enforcement, direction and control.
2. Unit employees selected for this assignment will be required to obtain and maintain specialized skills in addition to those of a Police Officer, which are unique to motorcycle duty.
3. Unit employees assigned to motorcycle duty must demonstrate a proficiency to operate a motorcycle as required by Police Management.

**B. COMPENSATION**

1. Unit employees in the classification of Police Officer, Senior Police Officer, or Police Sergeant who are assigned by Police Management to a two-wheel motorcycle and has performed the duties of Motor Officer on five (5) or more work days shall receive extra compensation in the amount of One-Hundred dollars (\$100.00) per month above their base salary and paid biweekly.

**ARTICLE TWO**

- 2. Effective July 1, 2009, Motorcycle Duty Pay shall increase from One Hundred dollars (\$100.00) to One Hundred and Fifty dollars (\$150.00) per month above.
- 3. This compensation is granted in recognition of the hazardous nature of the assigned duties and responsibilities of the motorcycle duty assignment, including any time spent on maintenance and cleaning performed by unit employee on motorcycle.

**C. LIMITATIONS**

- 1. This extra compensation shall be paid only during those periods or portion thereof when such employees are actually assigned to two-wheel motorcycle duty.
- 2. However, should a unit employee assigned to motorcycle duty be unable to perform that function due to a non-job related illness or injury for a period of twenty-one (21) calendar days or more and until the day he/she returned to this full duty assignment.

**XIX. P.O.S.T. 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. Additionally, this program is predicated upon a combination of appropriate education, training and experience, as established by standards set forth by P.O.S.T.

**B. COMPENSATION**

- 1. Unit employees who possess one of the following P.O.S.T. certificates awarded by the Commission on Peace Officer Standards and Training (P.O.S.T.) or have obtained a college bachelors degree (BA/BS) shall receive additional compensation above their base salary as follows:

<b>P.O.S.T. PAY</b>	
<b>• Intermediate P.O.S.T. Certificate or BA/BS in any major</b>	
Police Officer	5%
Senior Police Officer	5%

**ARTICLE TWO**

Police Sergeant	5%
<b>• Advanced P.O.S.T. Certificate or BA/BS in Administration of Justice, Criminal Justice or equivalent degree</b>	
Police Officer	10%
Senior Police Officer	10%
Police Sergeant	10%

2. Such compensation shall commence on the pay period following the eligible unit employee meeting the eligibility requirements for the P.O.S.T. certificate.

**C. LIMITATIONS**

1. This extra compensation shall be awarded only for the highest achieved certificate as specified in the above section.
2. The minimum specified standards shall be at least those prescribed by P.O.S.T. as of the effective date of this agreement.

**XX. LONGEVITY PAY**

**A. PURPOSE**

The purpose of the Longevity Pay is to recognize unit employees who have served a minimum of twenty (20) years of full time salaried service time with the City of Huntington Park in a classification represented by the HPPOA.

**B. COMPENSATION**

Eligible unit employees in their respective classification shall receive the following additional longevity compensation above their base salary per month:

<b>LONGEVITY</b>	
<b>CLASSIFICATION</b>	<b>Effective 7/1/2010</b>
Police Sergeant/Adv POST	\$870
Senior Police Officer/Adv POST	\$780
Police Officer/Adv POST	\$745
Communications Operator Supervisor	\$605
Communications Operator	\$550

Property and Evidence Specialist	\$540
Community Service Officer	\$520
Jailer	\$470
Parking Enforcement Officer	\$435

**XXI. QUARTERLY RANGE PAY**

**A. REQUIRED TO ATTEND RANGE QUALIFICATION**

Unit employees that may be required to attend by Police Management range qualification after their regular scheduled work shift for firearm qualifications shall be compensated two (2) hours paid at time and one-half (1.5) their regular base hourly rate of pay with a minimum of two (2) hours of overtime up to the actual time spent qualifying at the range.

**B. PERISHABLE SKILLS TRAINING**

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

**XXII. 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) 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

**ARTICLE TWO**

administrative appeal unless the unit employees 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 member 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**

1. 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.
2. 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 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.

## ARTICLE THREE

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 shifts shall consist of 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 shifts per week.
  - d) It is the goal of the City that day shift and graveyard shifts 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 back to a 4/10 work schedule.

**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 not be paid and therefore shall be “Docked” for the time so tardy in increments of 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**

If any unit employee who is continually tardy, including one (1) minute or more late for his/hers work starting time on a continuous basis, the department head has the right to take appropriate disciplinary action on the tardy unit employee.

**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 department head or designee. Whenever the public interest or necessity requires it, any department head may require any unit employee in such department to perform overtime work. No overtime work compensation shall be allowed unless such overtime work has

**ARTICLE THREE**

been approved as herein provided and is properly reported on the time cards/sheets on file in the appropriate City office.

**B. DEFINITION AND ELIGIBILITY**

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

Full-time unit employees who work a minimum of eight (8) hours per day and forty (40) hours per seven-day work period, 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 (1½) times their hourly 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; i.e. holiday, vacation leave, comp time, except for sick leave, during the scheduled workweek shall be considered work time by the unit employee for the purpose of establishing eligibility for overtime in the seven (7) day work period.

**D. APPROVAL OF OVERTIME**

All overtime must be approved in advance by Police Management or authorized supervisor.

**E. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE**

1. Overtime shall be credited in tenths of time worked 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.

**F. REGULAR DAY OFF WORKED**

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

**G. REGULAR HOURLY RATE OF COMPENSATION – 40 HOUR WORKWEEK**

The regular hourly rate of compensation for employees on a forty (40) hour week work schedule shall be 1/173.33 of the employee's monthly salary. The regular

hourly rate of compensation shall be determined in accordance with the requirements set forth in the Fair Labor Standards Act (FLSA).

**H. HOURS WORKED FOR OVERTIME – USE OF HOLIDAYS, VACATION TIME, AND COMPENSATORY TIME**

1. For the purpose of computing the number of hours worked as they relate to overtime and seniority, time during which a unit employee is excused from work because of holidays, vacations, and compensatory time off, shall be considered as time worked by the unit employee.
2. Sick leave taken shall not be credited as work time towards the number of work hours for the purposes of overtime.

**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 agreement:

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 agreement.
4. All off-duty travel to training sites and returning home, except as otherwise provided for by this agreement.
5. All time putting on/taking off uniforms, unless required by law.
6. All time for personal preparation and clean up.
7. All off-duty time spent in vehicle and/or, equipment.
8. All time worked for which unit employees have already been paid at one and one-half (1 ½) times their regular rate of pay within their 40 hour work period.

- 9. All time assigned on standby assignment and/or assigned electronic recall devices.
- 10. Any time not authorized as work time.
- 11. 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 department head.

**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

**ARTICLE THREE**

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

**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 (1/2) HOUR DURATION**

1. The normal paid meal time shall be one-half (1/2) 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 pay 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 ¾) 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 ¾) 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. Off-duty shall not mean any overtime or thirty (30) minutes from the beginning of a regular assigned work shift.
2. The four (4) hour minimum shall not apply if the unit employee is called-in prior to the unit employees regular schedule work period and instead shall receive overtime pay at one and one-half (1.5) times the unit regular rate of pay.
3. 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 (SECTION WILL BE REVISED WITH COURT ON-CALL PAY – LANGUAGE TO FOLLOW)**

**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; and
3. Refrain from activities that might impair his/her assigned duties upon call;
4. With the approval of the City Manager, the Chief of Police may assign a unit employee or group of unit employees to Standby Duty.

**B. ASSIGNMENT**

1. On-Call duty is normally assigned in one-week increments;
2. On-Call duty will be distributed among those employees deemed qualified and competent by Police Management;

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

**XII. ASSIGNMENT OF OVERTIME**

Except as otherwise provided for in this Agreement, 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.

**XIII. 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. AUTHORIZATION**

When specifically authorized in advance by the City Manager, appointing authority or designee, and when operational scheduling and staffing permits, unit employees may be allowed to accumulate and use compensatory time off in-lieu of pay for overtime hours worked.

**C. 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 eighty (80) hours at the straight time hourly rate (53.33 comp time hours x 1.5 = 80 hours), which may be carried until the end of the fiscal year and used as time off, or which may be paid to the unit employee upon separation from service for any reason.
3. Effective July 1, 2009, the maximum number of compensatory hours that maybe accumulated is one-hundred (100) hours at the straight time hourly rate

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(66.67 compensatory time hours' x 1.5 + 100 hours) which may be paid to the unit employee upon separation from service for any reason.

4. Once the maximum has been accumulated, any additional compensatory overtime accrual submitted through payroll will be automatically paid to the unit employee on the succeeding paycheck.
5. For time earned from July 1 through June 30 of each Fiscal Year, the unit employee must request, in writing the option to carry over all or partial of their accumulated unused Compensatory Time, if any. The remaining compensatory time off balance shall be paid out the first pay period in the new fiscal year.

### **D. 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.
3. All compensatory time utilized as paid leave by a unit employee shall be debited from the unit employee's compensatory time bank

### **E. PAY OUT OF COMPENSATORY TIME UPON TERMINATION FROM SERVICE**

In the event of termination from the City for any reason, the unit employee shall be entitled to cash payment of one-hundred percent (100%) of an accumulated unused compensatory time at termination paid at the unit employee's straight time base hourly rate, including POST pay, if any.

**XIV. COURT TIME PAY**

**A. COMPENSATION**

1. The Unit employees required to attend court sessions outside their regular scheduled duty work shift and if they are in court two and three quarters (2¾) hours or less they shall be compensated a minimum guarantee of four (4) hours at straight time pay.
2. If the unit employee is in court session outside their regular schedule duty work for more than two and three quarters (2¾) hours they shall be compensated at time and one-half (1.5) at their regular hourly pay rate for all hours spend in their court duty assignment that day.

**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.

**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:

<b>Government Code Section</b>	<b>Benefit</b>
20042	<b><u>One Year Final Compensation:</u></b> Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
7522.32	<b><u>Three Year Final Compensation:</u></b> For new PEPRAs, 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	<b><u>Prior Service Credit:</u></b> Unit employees may be eligible to purchase prior service credit.
20124	<b><u>Military Service Credit as Public Service:</u></b> Unit employees may elect to purchase up to four (4) years of service credit.
20965	<b><u>Credit for Unused Sick Leave:</u></b> Unit employees may be eligible to convert unused sick leave hours at time of retirement to additional service time.
21329	<b><u>Two percent (2%) COLA:</u></b> Beginning the 2 <sup>nd</sup> 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	<b><u>2% @ 55 for Local Miscellaneous Members:</u></b> Base retirement plan of two percent (2%) at age 55 for all eligible unit employees.
21353	<b><u>2% @ 60 for Local Miscellaneous Members:</u></b> Base retirement plan of two percent (2%) at age 60 for all eligible unit CalPERS members hired 12/30/12 or after.
7522.20	<b><u>2% @ 62 for Local Miscellaneous Members:</u></b> Base retirement plan of two percent (2%) at age 62 for new CalPERS members hired 1/1/13 or after.
21362.2	<b><u>3% @ 50 for Safety Members:</u></b> Base retirement plan of three percent (3%) at age 50 for all eligible unit employees.

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	<b>3% @ 55 for Safety Members:</b> Base retirement plan of three percent (3%) at age 55 for all eligible unit employees.
	<b>2.7% @ 57 for Safety Members:</b> Base retirement plan of two and 7/100 percent (2.7%) at age 57 for all eligible unit employees.
21551	<b>Death Benefit Continues:</b> 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	<b>Fourth Level of 1959 Survivor Benefit:</b> Benefits are paid monthly to certain survivors of a unit employee who dies before retirement.
21620	<b>Retired Death Benefit \$500:</b> 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	<b>Post Retirement Survivor Allowance:</b> 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, 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. ESTABLISHMENT OF TWO-TIER RETIREMENT FORMULA FOR SAFETY AND MISCELLANEOUS EMPLOYEES**

1. New Safety (sworn) employees hired after ratification of this contract will be enrolled in the base retirement program 3% @55 for Safety Members formula. All other retirement benefits outlined in Section A above shall remain the same. For purposes of this section, "New Safety (sworn) employees" means a newly hired employee from outside the police department and/or city.
2. New Miscellaneous (non-sworn) employees hired after ratification of this contract will be enrolled in the base retirement program 2% @60 for Miscellaneous Members formula. All other retirement benefits outlined in Section A above shall remain the same. For purposes of this section, "New Miscellaneous (non-sworn) employees" means a newly hired employee from outside the police department and/or city.

**D. EMPLOYEE PORTION OF SAFETY (SWORN) OF CALPERS RETIREMENT**

All Safety employees shall continue to pay a total of nine percent (9%) of employee share of CalPERS. Effective July 1, 2013, New Members, a new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, or a member who established CalPERS membership prior to January 1, 2013, after a break in service of greater than six (6) months will pay at least 50% of the total normal cost rate.

**E. 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. Effective January 1, 2013, New Members, a new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is hired by a different CalPERS employer after January 1, 2013, after a break in service of greater than six months will pay at least 50% of the total normal cost rate.

**II. MISCELLANEOUS (NON SWORN) – NEW RETIREMENT BENEFIT – PARS  
“0.5% STACK” EFFECTIVE JULY 1, 2010**

**A. NEW ADDITIONAL RETIREMENT BENEFIT**

Effective July 1, 2010 the City will authorize to provide a new additional retirement benefit referred to as “PARS 0.5% Stack Plan” through the Public Agency Retirement Services (PARS).

Effective January 1, 2013, 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. Effective July 1, 2010, 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”.
2. All new non-sworn unit employees hired on or after July 1, 2010 will pay two percent (2%) of their salary to the City for the first five (5) years of full-time employment with the City to help pay for the increased costs to the City for the “PARS 0.5% Stack Plan”.
3. Upon completion of five (5) years (60 months) of full-time employment with the City, these non-sworn unit employees payment to the City for “PARS 0.5% Stack Plan” will be reduced from two percent (2%) to one and one-half percent (1.5%) of their salary.

**C. ELIGIBILITY**

1. Effective July 1, 2010, 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 of Huntington Park.

**D. LIMITATIONS**

1. Effective July 1, 2010, all non-sworn unit employees who terminated their employment from the City or who have not worked full-time at least five (5) years with the City before they retire from the City shall not be eligible to receive the “PARS 0.5% Stack” Retirement benefit.
2. Any non-sworn unit employee who terminates their employment with the City “prior” to their retirement shall receive all of their 1.5% salary contribution made for the “PARS 0.5% Stack” benefit plus interest.
3. Eligible non-sworn unit employee 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.

**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.
2. The City will establish a Health Savings Account (HSA) by July 1, 2014 for employees hired after July 1, 2012. Contributions into the HSA will

be solely the employee's responsibility. For purposes of this section, "New unit employees" means a newly hired employee from outside the police department and/or city.

**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:
  - Individual coverage; or
  - 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 (½) of the monthly medical premium rate for which the unit employee would have qualified had the qualified unit

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employee not “opted-out” payable in two equal amounts and added to the first and the next subsequent paycheck of each month and is non-PERSable compensation.

2. 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 this provision, a unit employee and their dependent who later requests 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 PERS medical plan, a copy of which is available to unit employees in the Human Resources Division.

**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 in an amount 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 following after the unit employee terminates from employment with the City.

**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 employment with the City.

**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 termination from employment with the City.

**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 illness and may be used by non-sworn unit employees for either work or non-work related injuries or illness, 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 employment with the City.

**X. CITY RIGHTS – CONTENT AND CONTRACTOR**

**A. INSURANCE/EMPLOYEE BENEFIT PLANS**

The City retains the exclusive right to determine the content and contractors for all insurance plans.

**B. MEET WITH HPPOA**

The City agrees to meet and confer with the HPPOA over any City proposed change in the benefit levels for any insurance plan.

**XI. UNIFORMS ALLOWANCE AND ISSUED UNIFORM EQUIPMENT – SWORN UNIT EMPLOYEES**

**A. PURPOSE**

1. The purpose of uniform cleaning and replacement 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 jacket, 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:**

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- 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 jacket, 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

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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 (2<sup>nd</sup>) 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 later are reinstated shall not be recognized as a new hire and shall not be eligible for equipment allowance.

**G. PURCHASE – SPECIFICATIONS AND RECEIPTS**

- a) Such uniform equipment purchase allowances meet legal requirements and shall be in lieu of the purchase and supply of these items by the City.
- b) Uniform equipment and uniform clothing items shall meet specifications as set forth in the Huntington Park General Order Manual.
- c) 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 by the uniform allowance.

**I. UNIFORM EQUIPMENT – REPAIR AND REPLACEMENT**

**1. Repair and Replacement**

- a) The City shall replace or repair uniform equipment, only if due to wear or damage or if damage occurred during specific instances and approved by the Chief of Police, according to department discretion and specifications once such items have been deemed no longer serviceable due to wear or damage.
- 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 assignment:

**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, name tag, 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 agreement. The Chief of Police retains the right to authorize department purchases at City expense of safety equipment not listed if it is the judgment of the Chief of Police that said safety equipment is desirable or essential. Nothing in this agreement abrogates the City's responsibility to provide safety equipment as required by law and P.O.S.T. regulations.

**XII. 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.

**ARTICLE FOUR**

- 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 cleaning and replacement allowance as follows per non-sworn classification:

<b>Annual Uniform Cleaning and Replacement Allowance</b>	
<b>Classification</b>	<b>Uniform Allowance</b>
Communications Operator	\$500.00
Communications Operator Supervisor	\$500.00
Community Service Officer	\$500.00
Jailer	\$700.00
Parking Enforcement Officer	\$800.00
Property and Evidence Specialist	\$500.00

**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 expenses in excess of the \$1,500 individual limit;
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, junior college, or other institution, as recommended by the Department Head 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. Effective July 1, 2016, regular full-time employees shall be compensated a total of one hundred (110) hours of Holiday Leave per fiscal year.
2. For each authorized official paid holiday, the employee will be compensated at their base salary rate not to exceed ten (10) holiday hours for each authorized paid holiday during each fiscal year.

**B. OFFICIAL PAID HOLIDAYS FOR UNIT EMPLOYEES**

1. The official paid recognized holidays granted to unit employees is as follows:
  - (1) New Year's Day (January 1)
  - (2) Martin Luther King's, Jr. Birthday (3<sup>rd</sup> Monday in January)
  - (3) President's Day (3<sup>rd</sup> Monday in February)
  - (4) Cesar Chavez Birthday (March 31<sup>st</sup>)
  - (5) Memorial Day (4<sup>th</sup> Monday in May)
  - (6) Independence Day (4<sup>th</sup> of July)
  - (7) Labor Day (1<sup>st</sup> Monday in September)
  - (8) Veteran's Day (November 11)
  - (9) Thanksgiving Day (4<sup>th</sup> Thursday in November)
  - (10) Day after Thanksgiving
  - (11) Christmas Day (December 25<sup>th</sup>)
2. The City Manager or City Council has the right to designate any 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 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, those holiday leave hours [eight (8) for unit employees on 5/8 work schedule, ten (10) for unit employees on the 4/10 work schedule and thirteen hours and thirty minutes (13.50) for unit employees on 3/13; 13.50; 13.50] for that holiday shall be forfeited and 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 employment from the City, either voluntary or involuntarily shall have any eligible accrued Holiday Leave Time hours cashed out at the employee 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 they were employed by 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 City Attorney.

**ARTICLE FIVE**

**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 one-half (1/2) of the work shift 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 one-half (1/2) of their work shift 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 receive 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 their department head.

**B. VACATION LEAVE EARNED**

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

<b>YEARS/MONTHS EMPLOYED</b>	<b>VACATION EARNED</b>	<b>VACATION EARNED</b>	<b>*TWICE MAXIMUM</b>
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	<b>Per month</b>	<b>Per Year</b>	<b>VACATION EARNED</b>
0-8 yrs (0-96 months)	9.33 hours per month	112 hours per year	224 Hours
9-15 yrs (97-180 months)	12.66 hours per month	152 hours per year	304 Hours
16 yrs and up (181 months and up thereafter)	16.66 hours per month	200 hours per year (see B.3 below)	400 Hours

- 2.** Vacation Leave Time 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. VACATION LEAVE EARNED – EFFECTIVE 7/01/09**

- 1.** Effective July 1, 2009 Vacation time shall be earned and accrued on the following basis:

<b>YEARS/MONTHS EMPLOYED</b>	<b>VACATION EARNED Per month</b>	<b>VACATION EARNED Per Year</b>	<b>*TWICE MAXIMUM VACATION EARNED</b>
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 Time 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.

**D. APPROVAL OF VACATION LEAVE REQUESTS**

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

**E. NO VACATION TAKEN PRIOR TO ACCRUED**

1. Unit employees may take only Vacation Leave Time as they have accumulated at the time the vacation begins.
2. Vacation Leave shall only be approved if the unit employee has accumulated Vacation Leave Time.

**F. LIMITATIONS ON VACATION LEAVE**

1. Vacation is charged on the basis of the actual hours the unit employee is on vacation leave 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.

**G. PAYMENT ON TERMINATION, LAYOFF, OR DEATH**

1. Terminated or laid off unit employees will be paid a lump sum of all accrued Vacation Leave Time upon termination at their current hourly 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 do not receive service credit for vacation accrual.

**H. 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 Time 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.

**ARTICLE FIVE**

**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

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maximum), shall be cashed out by the City at the unit employee's regular rate of pay in effect on June 30<sup>th</sup>.

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.

**D. NO CASH-OUT OF ACCUMULATED SICK LEAVE BANK AT TERMINATION**

No accumulated Sick Leave Bank Time shall be cashed out by the City at the unit employee's termination of employment from the City.

**E. CASH OUT OF 50% ANNUAL SICK LEAVE ACCRUAL AT TERMINATION**

If a unit employee terminates their employment or is Laid Off from the City before receiving cash-out for the fifty percent (50%) (48 hours maximum) of their annual sick leave accrual for that fiscal year, they shall receive payment for fifty percent (50%) of the annual unused sick leave time accrual up to the time of such termination or Lay-Off and shall serve as final and full settlement of their annual sick leave accrual.

**F. 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 department head 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.

**G. ABUSE OF SICK LEAVE**

1. A unit employee shall be subject to disciplinary action for excessive or 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.

**H. 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 with or without limitations.

**IV. PERSONAL BUSINESS LEAVE**

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

Up to two (2) working days per calendar year of Sick Leave Time Accrual with pay may be used by each unit employee 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 his/her department head 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 his/her department head or immediate supervisor within thirty (30) minutes after the beginning of his/her shift.
2. All Personal Business Leave requires the department head 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 (4<sup>th</sup>) day after the injured unit employee leaves work as a result of the injury; provided,

## ARTICLE FIVE

that in case the injury causes disability of more than fourteen (14) calendar days or necessitates hospitalization, the disability payment shall be made from the first (1<sup>st</sup>) day the injured unit employee leaves work or is hospitalized as a result of the injury.

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

### B. USE OF LEAVE BENEFITS

For sworn unit employees, after they have exhausted Labor Code 4850 benefits and for 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 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 not yet earned any credit for such sick leave or has exhausted such credits through the use of sick accrual or long term disability accrual, such unit employee shall be allowed a sick leave, without pay, upon approval of the City Manager.

### B. LIMITATIONS

1. Use of 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.

**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 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 department head requires the employee to participate. The department head 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 modified work assignment, it shall be expressly forbidden for the employee to engage in any outside employment that would interfere with their convalescence.

**E. FINAL DECISION**

The Chief of Police shall make the final decision based upon stated criteria, and the affected unit employee shall be notified in writing.

**VIII. BEREAVEMENT LEAVE**

**A. POLICY**

The City's bereavement policy is provided for in the case of death within the immediate family of a unit employee, such unit employee shall be entitled 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 related bereavement purposes for their immediate family. Said bereavement leave shall not exceed three (3) working days and will not be charged to a unit 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.
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.** However, the unit employee 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 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 per year of active duty 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 (31<sup>st</sup>) calendar days of active military duty through one-hundred and twenty (120) calendar days.
2. The eligible unit employee must remit proof of their military pay to the city received between the thirty-first (31<sup>st</sup>) calendar days of active military duty through the one-hundred and twenty (120) calendar days in order to receive the extended salary as set forth in this section.

**XI. MILITARY FAMILY LEAVE**

**A. POLICY**

The Federal Family Medical Leave Act, 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, son, daughter, 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. NEW UNPAID LEAVE ENTITLEMENT**

An eligible unit employee who is the spouse, son, daughter, 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 State and Federal laws relating to FMLA and CFRA are available in the Human Resources Division.
3. Unit employees and department heads must contact Human Resources Division 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 (FMLA) for:
  - The birth of a child of the employee;
  - Disability due to pregnancy – FMLA only;
  - The placement of a child with an employee in connection with the adoption or foster care of that employee;
  - 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) months or more service with the City prior to the leave request who have worked a minimum of one-thousand two-hundred fifty (1,250) hours in the preceding twelve (12) months.

**C. EMPLOYEE RIGHTS UNDER FMLA**

1. The maximum amount of leave shall be 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 intermittent or 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 Division 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 may not require specific medical diagnosis of a family member's health condition, but such information may be provided for the unit employee's own illness or condition with 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 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.

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

**XIV. VOTING LEAVE**

- 1.** Unit employees shall be permitted to leave to vote as required by California Elections Code Section 14350-14352, as amended, if the unit employee cannot otherwise get to the polling place during non-working hours.
- 2.** 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.** Unit employees shall be required to give a minimum three (3) day notice of the need for leave, obtain advance approval, and submit proof of voting.
- 4.** 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 its discretion and upon recommendation of the department head, 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 department head, 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 absent without authorization for three (3) or more consecutive work days and who fails to contact his/her department head 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 (3<sup>rd</sup>) day of absence.
2. The unit employee shall be notified by their department head 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 department head 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 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 is a 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 appropriate department head, 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 by 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, 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 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 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 their work may use their accumulated, if any, Vacation, Holiday or Compensatory Time for any of the unpaid work time due to their incarceration or indictment.

**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 POA.

**B. POLICE DEPARTMENT UNIT EMPLOYEES**

Unit employees assigned to work in the Police Department 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 city Administrative Policies covering a wide range of subjects which address important City and work related issues. These policies are in full force and effect and they may or may not be addressed specifically in this MOU.

**B. SUBJECTS**

1. Those Administrative Policies which currently are 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 (City Hall & Police Department only)

2. POA reserves the right to reopen to meet and confer with the City over the current Nepotism Policy and Donation of Leave Time 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.

**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 of the Police Department will be given first preference to those law enforcement functions assignments.

**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 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 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 two (2) consecutive shift cycles.

**B. SENIORITY - SENIOR POLICE OFFICER**

1. Seniority for a Senior Police Officer shall be based on the 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 list will be used to determine seniority in regards to shift bidding.
3. Senior Police Officer may not bid for the same shift with the same days off for more than two (2) consecutive shift cycles.

**C. POLICE OFFICER**

1. Seniority for a Police Officer shall be based on the 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 initial hire date of 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 two (2) consecutive shift cycles.

**D. 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.

**E. 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.

**F. 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 six (6) months increments.
3. Officers may not bid for the same shift with the same days off for more than two (2) consecutive cycles.

**G. 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.

**H. 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.

**I. 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.

**J. 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.

**K. 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.

**L. 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. 1<sup>ST</sup> 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. 2<sup>ND</sup> 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.

## ARTICLE SEVEN

- 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. 3<sup>rd</sup> 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

**ARTICLE EIGHT**

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 – PENDING CITY COUNCIL APPROVAL**

Subject to the foregoing, this Memorandum of Understanding is hereby ratified and agreed to be recommended for approval to the City Council by the authorized representatives of the City of Huntington Park and the Huntington Park Police Officers' Association, entered into this \_\_\_ day of \_\_\_\_ 2016.

**ARTICLE TEN:**  
**IMPLEMENTATION**

<b>PARTIES TO THE AGREEMENT</b>	
Huntington Park Police Officers' Association	City of Huntington Park, California
Sgt. Joseph Settles, President Huntington Park Police Officers' Association	Edgar P. Cisneros, 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 cause this agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 2016.

Huntington Park Police Officers' Association	City of Huntington Park
Sgt. Joseph Settles, President Huntington Park Police Officers' Association	Edgar P. Cisneros, City Manager

APPENDIX "A"

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

# INDEX

**“TO BE COMPLETED UPON APPROVAL OF NEW MOU”**