

RESOLUTION NO. 2007- 071

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

YEARS 2007 - 2008

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

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

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

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

SECTION 1. That this City Council does hereby approve and authorize the City of Baldwin Park's Chief Executive Officer and Human Resources Manager to sign the "Memorandum of Understanding between the Baldwin Park Police Association and the City of Baldwin Park" attached hereto as Exhibit A. The Memorandum of Understanding for employees represented by the Baldwin Park Police Association is hereby effective for the period of July 1, 2007 through June 30, 2008.

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 Resolutions or portions thereof in conflict hereby are hereby repealed.

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

PASSED AND APPROVED this 7th day of November, 2007.



Manuel Lozano
Mayor

ATTEST:

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

I, ROSEMARY M. GUITERREZ, Chief Deputy City Clerk of the City of Baldwin Park, do hereby certify that the foregoing Resolution was duly and regularly approved and adopted by the City Council of the City of Baldwin Park at its regular meeting of the 7th day of November 2007, by the following vote:

AYES: COUNCIL MEMBERS: Anthony J. Bejarano, David J. Olivas, Ricardo Pacheco,
Mayor Pro Tem Marlen Garcia and Mayor Manue
Lozano

NOES: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE



ROSEMARY M. GUTIERREZ
CHIEF DEPUTY CITY CLERK

EXHIBIT "A"

CITY OF BALDWIN PARK
MEMORANDUM OF UNDERSTANDING
JULY 1, 2007 THROUGH AND INCLUDING JUNE 30, 2008
BY AND BETWEEN
THE BALDWIN PARK POLICE ASSOCIATION
AND
THE CITY OF BALDWIN PARK

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

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

The parties agree that the provisions contained herein shall be subject to all applicable laws and covers the period of July 1, 2007 through June 30, 2008, unless otherwise provided. The effective date of changes in all matters within the scope of representation set forth herein, are as specified in the particular MOU sections.

Section 1 - Rights and Recognition

Recognition

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

Management Rights

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

1. Manage the City.
2. Schedule working hours.
3. Establish, modify or change work schedules or standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
6. Determine the location of any new facilities, buildings, departments, divisions, or sub-divisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions or subdivisions thereof.
7. Determine services to be rendered.
8. Determine the layout of buildings and equipment and materials to be used therein.
9. Determine processes, techniques, methods, and means of performing work.
10. Determine the size, character and use of inventories.
11. Determine a financial policy including an accounting procedure.
12. Determine the administrative organization of the system.
13. Determine selection, promotion or transfer of employees.
14. Determine the size and characteristics of the work force.
15. Determine the allocation and assignment of work to employees.
16. Determine policy affecting the selection of new employees.
17. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
18. Determine administration of discipline.
19. Determine control and use of City property, materials and equipment.
20. Schedule work periods and determine the number and duration of work periods.
21. Establish, modify, eliminate or enforce rules and regulations.
22. Place work with outside firms.
23. Determine the kinds and numbers of personnel necessary.
24. Determine the methods and means by which such operations are to be conducted.

25. Require employees, where necessary, to take in-service training courses during working hours.
26. Determine duties to be included in any job classification.
27. Determine the necessity of overtime and the amount of overtime required.
28. Take any necessary action to carry out the mission of the City in cases of an emergency.
29. Prescribe a uniform dress to be worn by designated employees.

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

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

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

Savings Clause

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

Peaceful Performance

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

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

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

Maintenance of Existing Benefits

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

Full Understanding, Modification, and Waiver

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

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

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

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

Section 2 - Direct Wage Payments

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

Adoption of a Seven Step Compensation Plan

Effective July 4, 2004 a Seven Step Compensation Plan (5% between steps) shall be adopted by the City Council and made a part hereof, and will be on file with the Personnel/Risk Manager or designated representative(s).

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

Salary - Sworn Employees

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

Effective the first payroll period commencing on or after July 1, 2007 – 2.5%

Salary - Non-sworn Employees

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

Effective the first payroll period commencing on or after July 1, 2007 – 2.5%

Non-Sworn Employees One-Time Payment

Police Officers Association MOU 2007/2008

In consideration for the Association agreements as set forth below dismissing pending litigation/grievance, and for maintaining the non-sworn employee health insurance premium at an amount not to exceed \$950.00 monthly, effective the first payroll period commencing on or after City Council adoption of this 2007-2008 MOU, each non-sworn unit member shall be provided a one-time \$800.00 gross distribution. Said distribution shall be in single check and reported to the IRS/Franchise Tax Board by means of a Form 1099 and/or any counterpart State form. Accordingly, withholdings shall not be deducted from the gross amount. Each recipient of the distribution shall therefore be individually responsible for reporting said earnings as taxable income. In accord with statutory requirements, said distribution **SHALL NOT** be reported to PERS as compensation.

Salary Re-opener Clause

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

Section 3 - Insurance/Supplemental Wage Payments

Benefits Plan

SWORN EMPLOYEES

Effective the first payroll period commencing on or after July 1, 2007, the City shall fund sworn employee health insurance premiums in an amount not to exceed \$1,200.00 monthly. The pre-existing "not to exceed" amount was \$950.00 monthly.

NON-SWORN EMPLOYEES

Effective the first payroll period commencing on or after the City Council adoption of a Fiscal Year 2007-2008 MOU, the City shall continue to fund non-sworn employee health insurance premiums in an amount not to exceed \$950.00 monthly. The \$950.00 monthly "not to exceed" amount is the pre-existing limit on City funding of health insurance premiums.

The employee is required to maintain a minimum coverage for him/her self in a plan of his/her choice unless the employee can show proof he/she has adequate health insurance coverage through another source. In instances where the employee's medical insurance premium is less than the City's monthly contribution, such employee will have an option to have the excess monies placed toward an

existing benefit program.

These options include:

1. Placement in a City provided health insurance plan for family coverage.
2. Placement in a City provided dental plan for self-an/or family coverage.
3. Placement in a City provided term life insurance plan for additional levels of coverage as allowed and specified by the insurance company.
4. Placement spread over a combination of the options listed above.
5. Elect to receive any excess monies in cash, which will be considered as taxable income.

Vision Plan

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

Life Insurance

Effective as soon as reasonably possible following City Council adoption of this MOU, the City will fund term life insurance in the face amount of \$25,000.

Dental Plan Enhancement

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

Long-Term Disability

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

Retirement and Deferred Compensation - Non-sworn

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

On July 1, 2005 – Employees will pay 100% of the 6.766% increase to normal cost (difference between 2% @ 55 and 2.7% @ 55 retirement formulas) of their base salary. The employee's cost will be reflected on the pay period ending date 7/2/2005, pay date of 7/7/2005.

On July 1, 2006 – Employees will pay 5% and the City will pay 1.766% increase to normal cost (difference between 2% @ 55 and 2.7% @ 55 retirement formulas) of their base salary. The employee's cost will be reflected on the pay period ending date 7/1/2006, pay date of 7/6/2006.

On June 30, 2007 – Employees will pay 3% and the City will pay 3.766% increase to normal cost (difference between 2% @ 55 and 2.7% @ 55 retirement formulas) of their base salary. The employee's cost will be reflected on the pay period ending date 6/30/2007, pay date of 7/5/2007.

All such employee contributions shall be deposited in the member's retirement account.

The City will continue to pay the current employee's contribution of seven percent (7%) of the employee's base salary to the Public Employees Retirement System in addition to the agreed percentages as listed above for the increase to normal cost (difference between 2% @ 55 and 2.7% @ 55 retirement formulas) effective July 1, 2006.

Effective June 30, 2004 the City shall contribute 1% of each non-sworn employee's unadjusted bi-weekly base salary into a City sponsored deferred compensation plan.

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

Retirement - Sworn

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

Effective as soon as reasonably practical and consistent with CalPERS documentary requirements, the City shall amend its contract with CalPERS to provide for Level V of the 1959

Survivor's Benefit, conditioned upon said amendment resulting in no increased CalPERS City contribution rate or other CalPERS cost and/or no decrease in the City's CalPERS account value.

Bilingual Pay

The City shall pay an additional seventy-five (\$75.00) per month to a person who is capable of speaking, reading, writing and/or interpreting the languages of Spanish, Chinese, Japanese, Vietnamese, Tagalog, Signing, Armenian and Farsi. Qualifying tests established by the City shall make the determination of capability.

Specialty Assignments

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

Sworn employees assigned to the following assignments shall be paid an additional increment of \$150.00 to their base salary each month (or a pro-rata share thereof):

- Canine Officer
- Detective
- Detective Sergeant
- Field Training Officer
- Training Sergeant
- Motorcycle Officer
- Traffic Sergeant
- Juvenile Resource Officer
- Helicopter Observer Officer
- Gang Investigator Supervisor
- Gang Investigator

Non-Sworn employees that are designated by a supervisor to train other personnel will receive training pay. In order to receive compensation for training other employees said designated trainers shall be required to train a minimum of one full pay period. Training pay will be compensated at \$150 per month not to exceed four (4) months. If the training period exceeds the four (4) month limit then a written request must be submitted to the Personnel/Risk Manager or designated representative(s) requesting approval for an extension of training pay compensation for said individual(s).

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

- Dispatch Trainer (2)
- Records Trainer (2)

Parking Enforcement Trainer (1)

Educational Incentive-Sworn Personnel

Each sworn employee who possesses an Associate of Arts Degree from an accredited college or university or upon completion of specialized training - Intermediate P.O.S.T. Certificate shall receive the following additional compensation per month.

| | |
|-----------------|---------|
| Police Officer | \$47.50 |
| Police Sergeant | \$56.50 |

Each sworn employee who possesses a Baccalaureate Degree from an accredited college or university or upon completion of specialized training - Advanced P.O.S.T. Certificate shall receive the following additional compensation per month.

| | |
|-----------------|----------|
| Police Officer | \$95.00 |
| Police Sergeant | \$113.00 |

In order to be entitled to the education incentive compensation, an employee shall attain a degree in a field of study reasonably related to their duties and deemed appropriate by the Executive Team.

Educational Incentive - Non-sworn Personnel

Each non-sworn employee who possesses an Associate of Arts Degree from an accredited college or university shall receive an additional twenty-five dollars (\$25) per month.

Each non-sworn employee who possesses a Baccalaureate Degree from an accredited college or university shall receive an additional fifty dollars (\$50) per month.

Funeral

Effective the first payroll period commencing after City Council adoption of this MOU, the City shall bear the reasonable and customary expenses related to the funeral of any sworn or non-sworn employee killed while in the course and scope of employment during scheduled hours of work. In defining what constitutes "reasonable and customary" expenses of a funeral, the parties agree upon the following:

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

However, in no case shall the total City funeral expenditure exceed ten thousand dollars

(\$10,000.00) in any one funeral.

Section 4 - Attendance and Leaves

Sick Leave

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

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

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

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

Annual Sick Leave Incentive

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

Bereavement Leave

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

Vacation

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

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

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

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

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

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

1. Employees having less than five (5) years of employment (vacation accrual = 96 hours per year), the maximum amount of vacation that may be accumulated shall be 192 hours.
2. Employees having more than five (5) years but less than ten (10) years of employment (vacation accrual = 120 hours per year), the maximum amount of vacation that may be accumulated shall be 240 hours.
3. Employees having more than ten (10) years but less than fifteen (15) years of employment (vacation accrual = 144 hours per year), the maximum amount of vacation that may be accumulated shall be 288 hours.
4. Employees having more than fifteen (15) years but less than twenty (20) years of employment (vacation accrual = 168 hours per year), the maximum amount of vacation that may be accumulated shall be 336 hours.
5. Employees having more than twenty (20) years of employment (vacation accrual = 192 hours per year), the maximum amount of vacation that may be accumulated shall be 384 hours.

If an employee, because of business necessity, is not able to utilize excess accrued vacation

hours, upon written request to, and approval of the department head, an employee will be given an extension in order to take his/her vacation. In cases where the employee forfeits vacation leave time at the request of the City, upon approval of the Chief Executive Officer or designated representative(s), said employee shall be compensated for forfeited vacation leave time at the employee's current rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his or her vacation or to avoid any conflicts.

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

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

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

Holidays

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

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

2. For employees working a *5/40 plan*, the following days shall be observed as holidays:

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

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

Floating Holidays

1. Employees working a 4/10 plan will receive two (2) ten (10) hour days of floating leave, for a total of 110 hours.
2. If implemented, employees working a 3/12 plan will receive one (1) twelve (12) hour day of floating leave, for a total of 120 hours.
3. Employees working a 5/40 plan will receive three (3) eight (8) hour days of floating leave, for a total of 104 hours.

Holiday Bank

Shift Employees

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

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

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

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

Non-shift Employees

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

Records Clerk assigned to Police Administration
Police Technician
Parking Enforcement Officer
Police Sergeant assigned to Police Administration
Records Supervisor

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Dispatch Supervisor

If any of the before mentioned Holidays fall on a Friday or a Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof.

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

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

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

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

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

Military Leave

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

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

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

Jury Duty

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

Training/Conference Leave

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

Injury on Duty

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

Section 5 - Work Schedules

Experimental 4/10 Plan

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

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

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

Workday

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

For employees not assigned to patrol and dispatch duty a standard workday consisting of ten and one-half (10 1/2) hours; nine hours and fifty minutes (9:50) of work time and forty (40) minutes as a

non-paid unrestricted meal period. Meal periods shall be in accordance with department administrative guidelines.

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

Hours of Work

Non-shift employees, as defined on page 15 of the Memorandum of Understanding, shall work Monday through Thursday, 7:30 a.m. to 6:00 p.m.

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

Shift employees shall work as scheduled.

3/12 Alternate Work Schedule

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

Section 6 - Overtime

Overtime Authorization

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

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

Clothes Changing

Except as provided below, employees are not authorized to wear their uniforms or any part thereof that is distinguishable as such unless on-duty. Each employee is provided with a locker for his/her own

personal convenience. An employee may or may not utilize the locker for storage and changing purposes at his/her own discretion.

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

Shift Trades

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

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

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

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

Early Relief Policy

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

Firearms Qualification

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

City Vehicle Use

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

This provision does not preclude compensation in those instances detailed in the "canine" assignment or "motorcycle" assignment.

Canine Assignment

Employees assigned to canine duty shall not be compensated in any manner whatsoever for hours spent in travel time to and from work in a City vehicle, unless such travel time is interrupted to perform law enforcement duties. In the event that such travel time is interrupted to perform law enforcement duties, the officer will be compensated for actual time spent engaged in such duties. An officer will be compensated for actual time spent in department required and approved training at times other than the officer's regular working hours. An officer will receive a monthly stipend, in the amount of \$85.00, commencing May 1994, for off-duty time spent in the care, feeding, grooming, exercise, incidental training, and companionship of their assigned dog.

Motorcycle Assignment

Employees assigned to motorcycle duty shall not be compensated in any manner whatsoever for hours spent in travel time to and from work on a city motorcycle, unless such travel time is interrupted to perform law enforcement duties. In the event that such travel time is interrupted to perform law enforcement duties, the officer will be compensated for actual time spent engaged in such duties. An officer will be compensated for actual time spent in department required and approved training at times other than the officer's regular working hours. An officer will receive a monthly stipend, in the amount of \$85.00, commencing May 1994, for off-duty time spent in the care, upkeep, and incidental repair and maintenance of their assigned motorcycle.

Gym Facility

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

Call Back Pay

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

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

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

Court Pay

When an employee is physically called to court for appearances, he/she shall be credited with a minimum of two (2) hours work commencing when he/she reports to court. Any hours worked in excess of two (2) hours shall be credited on an hour for hour basis for actual time spent in court. Travel time shall not be considered hours worked and shall not be compensation in any manner whatsoever.

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

Court Standby

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

Effective November 1, 2004, the City will provide employees working the graveyard shift credit for one (1) hour in the a.m. and one (1) hour in the p.m., provided that the employee is not actually required to be present in the court buildings. In return the City will collect all previously City issued pagers.

Employees shall be responsible for calling the on-call court hotline to verify if they are still on-call and shall comply with the department's on-call policy. Said employee shall notify his/her immediate

supervisor within twenty-four (24) hours when there is a change in contact information such as a new home/cell telephone number.

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

Training Time

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

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

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

Work Period

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

Overtime Compensation

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

The regular rate of pay shall include the following components in addition to base salary:

1. Educational incentive
2. Bilingual pay
3. Special assignment pay

Paid leave time exclusions, as defined on page 24 of this document, are excluded from the total hours worked under this Section.

MOU Overtime

Effective November 1, 2004, in addition to regular overtime an officer will be entitled to MOU Overtime as follows:

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

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

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

Compensatory Time

In lieu of receiving cash payment for hours worked in excess of forty (40) hours during the seven (7) day work period, an employee may elect the option of earning compensatory time, and shall have a cap of eighty (80) hours placed on the accrual of compensatory time off.

The times during which an employee may take his/her compensatory time shall be approved by the appointing authority with due regard for the wishes of the employee and for the needs of the service.

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

On or before December 31 of each year, an employee shall reduce his/her accrued compensatory time bank to forty (40) hours or less. Any time in excess of forty (40) hours shall be paid at the employee's current straight time rate.

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

Paid Leave Exclusions

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

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

New Fair Labor Standards Act Regulations

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

Section 7 - Policies and Procedures

Pay Periods

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

City Switchboard

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

Identification for Non-sworn Employees

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

Annual Physical

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

Uniform/Equipment Allowance - Sworn Personnel

Effective July 1, 2005 the City will provide \$800.00 per year for eligible employees via a credit/retail account program. The number of retail outlets utilized for the credit/retail account program will not exceed six (6) locations. The selection of the outlets is to be determined by the City and the Police Association.

The City shall continue to provide new employees with two (2) complete uniforms (excluding shoes) upon commencing employment with the City. In addition, the City will provide specialty assignment employees (as indicated on page 9) and members of the Special Response Team, with the employee's initial set of uniforms and equipment required for their positions.

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

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

Uniforms – Non-Sworn Personnel

Effective July 1, 2005, non-sworn persons assigned to the Records Bureau, Dispatch or Parking Enforcement shall be furnished uniforms as follows:

Three (3) shirts/blouses with patches (blue poplin; wash and wear); three (3) pair pants or skirts (navy blue); one (1) belt (black) and one (1) name tag.

Work uniforms shall be replaced on an as-needed basis by the Police Department. An open purchase order shall be maintained by the Police Department at a uniform vendor(s) selected by the City. An employee may replace his/her uniform as necessary after receipt of a written "chit" issued by the Department for such replacement. The "chit" system shall be established and maintained by the Police Department.

Safety Equipment

All sworn employees shall be provided the following safety equipment:

Weapon-based upon recommendation of the Range Master; rounds of ammunition annually, also based upon recommendation of the Range Master; 3 ammunition clips; Oleoresin Capsicum Spray; baton; handcuffs (Peerless, Smith and Wesson or like quality); bullet-proof vest; helmet; raingear (coat, pants and boots); 1 Sam Browne belt; 4 keepers; 1 uniform belt; 1 baton holder; 1 cuff case; 1 Oleoresin Capsicum Spray holder; 1-double ammunition pouch; 1 holster; 1 key holder and 1 radio holder; and flashlight.

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

Dues Authorization

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

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

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

American's With Disabilities Act

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agreed that the provisions of this agreement may be set aside in order for the City to avoid discrimination relating to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual

employee to be accommodated before any adjustment is made in working conditions. The City will notify the Association of these proposed accommodations prior to implementation.

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

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

Alcohol and Drug Abuse Policy

Purpose

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

Policy

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

While use of medically prescribed medications and drugs is not per se a violation of this policy, the employee must notify his/supervisor, before beginning work, when taking medications or drugs (including the possible effects of taking such medication or drugs) which the employee believes may interfere with the safe and effective performance of duties or operation of equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from their physician may be required.

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

Application

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

Employee Responsibilities

An employee must:

1. Refrain from the use of, or unlawful possession of, illegal drugs or narcotics while on duty;
2. Not report to work while his/her ability to perform job duties is impaired due to alcohol or drug use;
3. Not possess or use alcohol or impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or at anytime while on city property, unless authorized by the Police Department;
4. Not directly or through a third party sell or provide illegal drugs to any person, including any employee, while either employee or both employees are on duty;
5. Notify his/her supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, prescription or non-prescription, which the employee believes may interfere with the safe and effective performance of duties or operation of equipment;
6. Report to their supervisor of any criminal drug statute conviction no later than five (5) days after such conviction;
7. Report to the supervisor when they have knowledge of objective evidence those other employees may be under the influence of drugs or alcohol or engaging in illegal drug related activities.

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

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

Management Responsibilities

1. Managers and supervisors are responsible for reasonable enforcement of this policy.
2. Notify the affected contract/granting agency within ten (10) days after receiving notice of any conviction.
3. Prepare and distribute to all employees, a summary of available benefits through the various health plans. Any information will be distributed through the Personnel Services office.
4. To treat any cases where rehabilitation is recommended or already underway as a medical situation, subject to current medical leave policies.
5. To maintain strict confidentiality on all matters arising under the provision of this policy. Medical information, if necessitated, will be maintained by Personnel Services in separate, secured files.
6. Information will only be shared where there is a bona fide "need to know" by management in instances where referrals, rehabilitation, medical leaves, work accommodation, discipline or other employment related decisions are affected.
7. As with all policies and procedures, any incident or situation requiring management attention is expected to be given thorough and deliberate consideration before any final action is taken, especially in disciplinary cases. Decisions made on such cases under this policy will be subject to review by an individual's department head, Executive Team and Personnel Officer.

Community Based Policing

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

Limited Reopener

The parties agree to allowing a reopener during the term of the MOU which shall be limited to proposed modifications in existing MOU language. The reopener shall not result in any increase or decrease in compensation, but shall be utilized to address any MOU ambiguities and/or non-compensation related policies and procedures. Either party shall provide written notice to the other of its intent to invoke this section, and a written description of the precise language changes that are proposed. Proposed language changes shall not be implemented without completion of the meet and confer process, and as appropriate, completion of any impasse-resolution procedures.

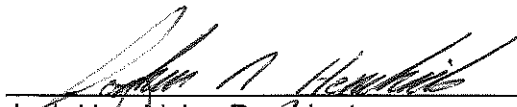
Dismissal with Prejudice of Pending Litigation and Administrative Grievance

Not later than twenty-four (24) hours after City Council adoption of this 2007-2008 MOU, the Baldwin Park Police Officers Association shall file with the Court and with the City, all necessary documentation by which to dismiss with prejudice and in its entirety, Los Angeles County Superior Court Case No. KS011982 and its July 17, 2007 written BALDWIN PARK POLICE ASSOCIATION'S FORMAL GRIEVANCE AGAINST THE CITY OF BALDWIN PARK REGARDING HEALTH BENEFITS INCREASE. Each party shall bear its own attorney's fees, costs and any other expenses related to filing, preparation of, and/or prosecution of said actions. The parties agree and acknowledge that the above unadjusted base salary increases, the sworn-employee increase in City-funded health insurance premiums, and the one-time retention payment to non-sworn employees, were offered and implemented by the City based upon reliance that said litigation and administrative grievance shall be dismissed in their entirety with prejudice. Therefore, if either the litigation or grievance is not dismissed in its entirety, with prejudice or is reinstated by any entity or individual, in any forum and as regards any or all of the subject matter(s) of the present pending litigation and/or grievance, the parties agree that said salary and sworn employee health insurance premium increases shall immediately terminate with no civil or administrative recourse available to the Association or to any individual by which to challenge said action. Said termination of compensation increases shall not be preceded by the meet and confer process or by any dispute resolution procedure. Upon a failure of the litigation or grievance to be dismissed in its entirety with prejudice, or upon reinstatement in any forum of either action by any entity or individual, the parties agree that the one-time non sworn employee retention incentive shall be refunded to the City by means of four (4) \$200.00 payroll deductions in four (4) consecutive payroll periods commencing immediately upon a catalyzing event. Said refund shall not be preceded by the meet and confer process, by any dispute resolution process, and shall not be subject to any civil or administrative method of appeal.

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

BALDWIN PARK POLICE ASSOCIATION

CITY OF BALDWIN PARK



Josh Hendricks, President



Vijay Singhal, Chief Executive Officer



Chris Kuberry, Vice President



Leticia Lara, Human Resources Manager



Chris Marshall, Treasurer

11.05.07

Date




Mark Adams, Sworn Representative



Doug Parnell, Staff Representative



Elizabeth Pereida, Civilian Representative



Maricela Montenegro, Secretary
Maricela

11-05-07

Date

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