MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE OFFICERS' MID-MANAGEMENT ASSOCIATION

FOUR-YEAR AGREEMENT: 07/01/2018 – 06/30/2022

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PREAMBLE

This Memorandum of Understanding (MOU) has been prepared in accordance with the California Government Code (Section 3500 et seq.). The City of Monterey Park, California, hereinafter referred to as the "City", and the Monterey Park Police Officers Mid-Management Association, hereinafter referred to as "MPPOMMA," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith. Unless specifically provided herein, changes in wages, hours and terms and conditions of employment shall be prospectively effective on and after City Council adoption of this MOU.

ARTICLE 1 - SCOPE OF MEMORANDUM OF UNDERSTANDING

It is the intent and purpose of this MOU to assure sound and mutually beneficial working and economic relations between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth the basic and full agreement between the parties concerning wages, hours of employment, and other conditions of employment.

ARTICLE 2 - RECOGNITION

A. The City acknowledges MPPOMMA as the representative for certain employees in the Police Department of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

B. This MOU shall cover all employees working in the classification of Police Lieutenant and Police Sergeant.

C. This MOU does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

A. To insure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this MOU, but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the City; to establish and change work schedules and assignments; to hire, transfer and to promote or to lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to expand or diminish services; to subcontract any work or

operations; to determine and change at its sole discretion, the number of locations, relocations and types of operations and the processes and materials to be employed.

B. Not withstanding the above, the City hereby agrees to Meet and Confer with MPPOMMA on any changes regarding hours, work schedules, salaries, or working conditions. The City agrees to adhere to the job specifications established for each classification.

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

A. All employees represented by MPPOMMA shall have the right to join MPPOMMA, or to refuse or refrain from joining MPPOMMA.

B. Members of MPPOMMA may, by any reasonable methods, select three (3) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular duty or working hours, provided:

1. That no employee representative shall leave his/her duty or workstation or assignment without specific approval by any authorized departmental management official.

2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with or interruption of assigned work schedules or work performance.

C. The City will deduct dues and initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization card.

D. Deductions as are authorized in writing by the employee shall be deducted from earned wages or salaries on each payday. The City shall forward to MPPOMMA all dues and/or initiation fees deducted from the employees for any month, the first of the succeeding month.

E. MPPOMMA shall indemnify, defend and hold the City harmless against claims and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with the sections regarding dues deduction.

F. MPPOMMA representatives, while on City property, shall abide by the City's safety rules and regulations.

G. The Employee Representatives will include at least one employee member. Employee Representatives shall be provided reasonable release time, without loss of salary or benefits, for purposes of collective bargaining and/or processing of employee grievances. In addition, Association representatives may be granted reasonable release time to attend Association sponsored training programs, seminars, and conferences, subject to prior City approval.

H. A written list of the Officers of MPPOMMA and the Employee Representatives shall be furnished to the City immediately after their designation, and MPPOMMA shall notify the City promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5 - COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the employee group members:

1. MPPOMMA recreational and social activities.

2. MPPOMMA election notices and results.

3. MPPOMMA meetings and events.

4. Such other notices as may be mutually agreed upon by MPPOMMA and the Department Director or representative.

5. All notices and materials regarding the business of the MPPOMMA.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. MPPOMMA hereby agrees MPPOMMA represented employees and officers and/or agents of MPPOMMA shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, or any other intentional interference of work of the City. However, information pickets, following an impasse in the labor negotiation process, are excluded from this Article and are therefore allowed as long as the picketing is not violent, does not block ingress or egress and/or does not interfere with the public health, safety or order.

B. In the event any employee, or employees, participates in any of the prohibited activities stated above, MPPOMMA shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.

C. The employee, or employees, participating in the activities prohibited above shall be subject to disciplinary action by the City, including suspension or discharge in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a formal written or oral allegation by a member of MPPOMMA

on behalf of specified unit members have been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding, the City's Personnel Rules, written Department Rules, Regulations, policies and procedures or an appeal of a disciplinary action decision by the City Manager.

2. A "disciplinary grievance" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. A "disciplinary grievance" shall be filed after the written receipt of the City Manager's decision, and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Administrative Hearing.

3. A "grievant" is any unit member or the MPPOMMA on behalf of specified unit members adversely affected by an alleged violation within the scope of the grievance procedure as defined above.

4. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

B. GENERAL PROVISIONS

1. If an employee is receiving direction from his/her supervisor but believes the direction forms the basis for a viable grievance, the employee must still comply with the direction. If that grievance is ultimately sustained only then may the employee not comply with that directive.

2. Grievance documents shall not be placed in the personnel file, unless they relate to discipline. If they relate to discipline, they will not be placed in an employee's personnel file until after the discipline appeal process (if applicable) is completed.

3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or MPPOMMA. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement. If the City fails to respond to the grievant by the deadline to respond at any step in the grievance process, that shall constitute a denial of the grievance at that step and the grievant' s time to file an appeal to the next step shall start the following day.

4. Every effort will be made to schedule meetings for the processing of grievances during the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

5. Any unit member may, at any time, present grievances to the City and have such grievances resolved without the intervention of MPPOMMA, as long as the

resolution is reached prior to the hearing and the resolution is not inconsistent with the terms of this MOU; provided that the City shall not agree to a resolution of the grievance until MPPOMMA has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response within twenty (20) days. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of MPPOMMA, which may include the attorney of MPPOMMA. MPPOMMA may also be represented at any grievance meetings and will be notified of any such meetings.

6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protection.

7. There shall be no reprisals, interference, coercion or discrimination against any employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. PROCEDURE - Grievances will be processed in accordance with the following procedures:

1. Level I - Informal Resolution: Any unit member or MPPOMMA who believes he/she has a grievance shall present the grievance orally to the immediate supervisor within fifteen (15) workdays after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will mean the grievance is untimely and shall not be processed. The immediate supervisor shall hold discussions and attempt to resolve the matter within fifteen (15) days after the presentation of the grievance. It is the intent of this informal procedure that at least one personal conference be held between the aggrieved employee, their representative and the immediate supervisor.

2. Level II - Formal Written Grievance

   a. If the grievance is not resolved during the informal conference and the grievant wishes to continue the grievance process, the grievant shall present the grievance in writing on the appropriate form to the Police Chief within ten (10) days after the oral decision by the immediate supervisor.

      The written information shall include: (a) a description of the specific grounds of the grievance; (b) a listing of the provisions of this agreement, personnel rules, regulations or procedures alleged to have been violated; and (c) a listing of specific actions requested of the City which will remedy the grievance.

   b. The Police Chief or his/her designee shall communicate the decision, in writing, to the grievant within ten (10) days after receiving the grievance.

c. Within the above time limits the parties may request a personal conference.

d. Grievances which do not allege grievable subjects as defined under Section A.1 above are not subject to review above this level.

3. Level III - Appeal to the City Manager

a. If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Administrative Hearing

a. If the grievant is not satisfied with the decision at Level III, or if an employee or MPPOMMA wishes to appeal the disciplinary decision of the City Manager, the grievant/employee may, within ten (10) days of the receipt of the decision, for an administrative hearing of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, MPPOMMA shall inform the City, in writing, of its request to have an administrative hearing. MPPOMMA and the City shall attempt to agree upon a hearing officer.

If no agreement can be reached, they shall request that the City supply a list of seven (7) names of persons experienced in hearing grievances in cities from a panel mutually selected by MPPOMMA and the City. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the Hearing Officer. The order of the striking names shall be determined by coin toss.

b. If the City requests, the Hearing Officer shall be requested to hear the merits of any issues raised regarding grievability. No hearing on the merits of the grievance will be conducted until the issue of grievability has been decided. The same Hearing Officer shall decide the issue of grievability, and if grievable, then the merits of the dispute.

c. The Hearing Officer shall, within thirty (30) days unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission

agreement, the Hearing Officer shall determine the issues by referring to the written grievance and the answers thereto at each step.

d. The Hearing Officer shall hold a hearing on the issue submitted or as determined by the Hearing Officer if the parties have not mutually agreed upon the issue, and render a written decision. The conduct of the hearing proceedings shall be governed by California Code of Civil Procedure section 1280 et. seq. The Hearing Officer's decision shall be the final and binding. The Hearing Officer's decision is reviewable under California Code of Civil Procedure 1094.5.

e. The City and MPPOMMA agree that the jurisdiction and authority of the Hearing Officer so selected and the opinions the Hearing Officer expresses will be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties. The Hearing Officer shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU or the written ordinances, resolutions, rules, regulations and procedures of the City or the Department, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The Hearing Officer shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.

f. In the event that this grievance procedure is used to challenge disciplinary actions, the Hearing Officer shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.

g. After a hearing and after both parties have had an opportunity to make an oral closing or submit written arguments, the Hearing Officer shall submit in writing to all parties his/her findings and award. If either party requests the closing to be in writing, then both parties will submit a written argument.

h. The fees and expenses of the Hearing Officer shall be shared equally by the City and MPPOMMA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire hearing. The cost of the services of such court reporter shall be shared equally by the parties.

i. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/administrative hearing procedure. The processing of a grievance beyond level III shall constitute an express election on the part of the grievant that the

grievance/administrative hearing procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the hearing award in any court of competent jurisdiction.

j. With regard to discipline-related hearings governed by this Section (C)(4), where the discipline subject to appeal consists of a minimum of 8.1 hours and a maximum of 24 hours, the following limitation shall apply to the amount of time available to each party to the hearing for a presentation of any individual party's case. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the Association or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been disciplined.

Each party to the Article 7 administrative appeal shall be limited to a maximum of twelve (12) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7(C)(4) Level IV Administrative Hearing.

"Presentation Time" against which shall be charged the twelve (12) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations, and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the twelve (12) hour limitation, the hearing officer shall have no authority to extend said limitation.

5. Disciplinary Proceedings (one day suspension): For purposes of this section alone, a one (1) day suspension shall be equivalent to eight (8) hours of salary, regardless of the actual hours worked in a shift. Suspensions of one (1) day shall be excluded from the arbitration appeal process. Upon receipt from the Chief of Police or his designee of a notice of intended penalty of one (1) day or less, the employee shall have ten (10) business days (Monday - Friday) to submit a written request to the City Manager requiring mediation. The matter shall then be submitted to a mediator provided by the State Mediation and Conciliation Service. Absent agreement as to identity of the mediator, the parties shall alternately strike names from a list supplied by the Los Angeles Office of SMCS. A mediation

session shall then be calendared. The mediation shall not be an evidentiary hearing. Neither party shall be represented by an attorney although non-attorney representatives shall be permitted. There shall be no subpoena power, no submission of briefs, and the mediation shall conclude within the same business day that it commenced. If the manner in which the mediation is resolved is unsatisfactory to either party, then the proceeding before the City Manager shall provide the due process mandated by Skelly v. State Personnel Board and shall not be an evidentiary hearing. The decision of the City Manager shall be the final administrative action not subject to further administrative review. The City Manager's decision is reviewable under California Code of Civil Procedure 1094.5.

ARTICLE 8 - OVERTIME

A. 7K EXEMPTION: The City of Monterey Park has exercised its ability to declare the "7K" exemption under the Fair Labor Standards Act (FLSA) for sworn police personnel. The work period for such employees shall be twenty-eight (28) days in length commencing on Saturday, April 20, 1985 at 2:00 a.m.

B. WORK HOUR PLANS: The City and the Association agree that the Department will utilize the three-twelve and a half (3/12.5) and four-ten (4/10) work hour plans during the term of this MOU. The three-twelve and a half (3/12.5) work hour plan shall cover patrol Sergeants and Lieutenants. The four-ten (4/10) work hour plan shall cover Administrative Lieutenant, Detective Lieutenant, Traffic Sergeant and Detective Sergeant. The 5/8 work hour plan may be permitted at the discretion of the Police Chief.

1. If the City Council determines in its sole discretion to cause a funded Captain's position to remain vacant (or in the alternative, to eliminate funding for a Captain's position), the consequence of such action will be a requirement that Lieutenants, including those assigned to the Patrol Division, be available at the sole discretion of the Chief of Police to perform specified tasks and duties In such cases, it will likely be necessary to modify the work schedule of the affected Lieutenants with the result being their removal from a 3/12.5 or other schedule while assigned to perform specified tasks and duties. However, in no case shall the Lieutenant be reassigned to a 5/8 schedule. If such a decision is made by the City Council, the Chief of Police will have limited time to redeploy one or more Lieutenants in order to perform specified tasks and duties. Accordingly, it is the agreement of the parties that in his sole discretion, the Chief of Police shall have authority to reschedule and redeploy Lieutenants as necessary to meet the needs of the Department as generated by Council exercise of the above discretion. However, the Chief shall also seek out input from the Association as to its recommendations for addressing the Department's service needs should the City Council exercise its discretion as indicated above. However, this shall not be a meet and confer process, shall not be subject to the impasse procedures set forth in the Municipal Code or otherwise, and the redeployment of one or more

Lieutenants may, at the Chief's sole discretion, occur prior to initiation or completion of said meeting process.

In the event of an emergency, as determined by the Chief of Police in his/her sole discretion, the City may cancel, alter or amend the work schedule as necessary, and only for the duration of the emergency, immediately and without the requirement of engaging in the meet and confer process.

Unit members shall be provided twelve (12) days notice prior to any shift change, reassignment or modification. The twelve (12) day notice requirement shall not apply in the case of emergency situations. For the purpose of this rule, emergencies shall mean any unforeseen or unplanned event that impacts Department staffing needs.

C. OVERTIME: For employees assigned to the three-twelve and a half (3/12.5) work hour plan, overtime shall be defined as that time authorized and actually worked by an employee in excess of one hundred sixty (160) hours within the twenty-eight (28) day work period. All employees required to work in excess of the standard work period of one hundred and sixty (160) hours shall receive compensation at the rate of time and one-half (1 1/2) of his/her rate of pay. For employees assigned to the four-ten (4/10) and eight to five (8-5) work hour plan, overtime shall be defined as that time authorized and actually worked by an employee in excess of eighty (80) hours within the fourteen (14) day pay period. All employees required to work in excess of the standard pay period of eighty hours within the fourteen day pay period shall receive compensation at the rate of time and one-half (1 1/2) of his/her rate of pay.

All employees assigned to work the three-twelve and a half (3/12.5) work hour plan and who work in excess of one hundred and sixty (160) hours within the twenty-eight (28) day work period shall be compensated at the completion of the twenty-eight (28) day work period. Regardless of the amount of overtime hours accrued during the first half (80 hours) of the work period, employees shall be compensated eighty (80) hours for that pay period, and the balance of the hours worked shall be compensated at the completion of the twenty-eight (28) day work period. All overtime requests must have the authorization of a supervisor prior to the commencement of such overtime work. Dispatched calls beyond the end of duty time are considered as authorized. An employee's failure to obtain prior approval will result in the denial of overtime request.

All eligible employees assigned to work the four-ten (4/10) work hour plans and who work in excess of eighty (80) hours within the fourteen (14) day pay period shall be compensated for overtime at the completion of the fourteen (14) day pay period.

Determination as to whether or not overtime shall be assigned and/or worked remains in the sole discretion of a responsible supervisor. However, where in the sole discretion of the responsible supervisor, overtime can be efficiently worked by any member of the shift without regard to particular skills or abilities of any eligible employee, then said overtime shall be assigned based on seniority, except in those cases where the overtime duty arises from a case or incident involving another shift Officer. In such case, the involved Officer

shall be assigned the overtime, regardless of seniority.

In those instances where overtime is made available on a Department-wide basis (such as for a movie detail), then said overtime shall be assigned on a seniority basis, unless in the sole discretion of the responsible supervisor(s), particular skills and abilities of Officers are relevant to the assignment of any individual(s) to the overtime duty.

The assignment of overtime, as designated by the Police Chief's 6/12/12 memorandum (attached as an Addendum B), will be the agreed departmental method for overtime call out procedure for replacement of Patrol Sergeants/Lieutenants assigned to Patrol as Watch Commanders or Field Supervisors when a vacancy occurs due to a non-planned event. The intent of the memorandum is to call in overtime rank-for-rank as described in said reference memorandum without limiting the Chief from exercising his management authority and rights in meeting the staffing needs of the department. The Police Chief, as departmental needs arise and pursuit his management rights, may make changes to said method of assignment of overtime. The chief will meet and confer with the POA representatives prior to implementing said changes.

In cases where seniority is utilized to make overtime assignments, the responsible supervisor shall make a reasonable attempt to advise the eligible Officer(s) of the overtime opportunity. Upon said overtime offer either being rejected or the eligible Officer not being responsive to reasonable contact, the responsible supervisor shall repeat said notification steps until the overtime opportunity is selected. Disputes as to whether or not a "reasonable attempt" was made to contact an Officer eligible for seniority-based overtime selection, shall not be subject to the grievance procedure or to any other administrative or civil method of appeal, and the determination of the responsible supervisor in this regard, shall be final, conclusive and not appealable through any means.

Regardless of the above, any responsible supervisor retains the right in his or her sole discretion to disregard seniority in rendering an overtime assignment when, in the sole discretion of the responsible supervisor, the needs of the Department and/or community so dictate. Said decision shall not be subject to any administrative or civil challenge and shall be final and conclusive.

For the purpose of determining overtime, vacation, sick leave, compensatory time off and/or other paid leave time shall be considered compensable hours of work.

D. COMPENSATORY TIME OFF: In lieu of receiving cash payment at time and a half for overtime hours worked, an employee may elect the option of earning compensatory time off. Compensatory time shall be earned at the rate of time and one-half (1 1/2) for each hour worked. The maximum amount of comp time that may be accrued is 480 hours (320 hours worked). All compensatory time on the books will be paid down to forty (40) hours as of December 1 of each year. The remaining balance will remain on the books until such time as employee utilizes the compensatory time.

E. PAID LEAVE ACCRUAL RATES: Employees assigned to the three-twelve and a half (3/12.5) and four-ten (4/10) work hour plans shall accrue vacation, holiday and sick leave in accordance with the accrual rates as outlined herein. When vacation, holidays or sick leave is used, the employee shall be charged based on actual time taken off in relation to his/her regularly assigned shift.

F. REGULAR RATE OF PAY: For the purpose of computing overtime, the employee's regular rate of pay shall include the following components, if applicable, in addition to base salary:

1. Educational Incentive
2. Bilingual Pay
3. Special Assignment Pay
4. Longevity Pay
5. Medical Opt-Out Pay

G. COMPENSABLE HOURS OF WORK:

1. Firearms Qualification: Employees who choose to shoot at the range at times other than as required for qualification and training by the Department, will be considered to be on personal time. Such time is not counted as working time and is not compensable in any manner whatsoever.

2. Voluntary Training Time: Voluntary 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 employees' normal work shift. Any such 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 twenty-four (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 POST is compensable for actual time spent in training. Travel time outside of regularly scheduled work hours for mandatory training is not compensable as work time unless approved by a supervisor. If the use of a personal vehicle is authorized for attendance at mandatory training, mileage shall be reimbursed at current IRS rates, as they exist from time to time during the term of the MOU, for actual miles traveled.

3. 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 where an employee is required to perform emergency law enforcement duties as required by law. In such cases, appropriate compensation shall be provided.

4. Gym Facility: The City provides a room to be used as 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.

5. Emergency 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 shift or is working prior to his/her regular scheduled shift. An employee called back to duty shall be credited with a minimum of three (3) hours work time commencing when he/she receives the call. An employee shall report to duty within a reasonable period of time not to exceed one (1) hour. Any hours worked in excess of three (3) hours shall be credited on a hour-for-hour basis for actual time worked. Travel time from the station to residence shall not be considered hours worked and shall not be compensated in any manner whatsoever. This provision is to be distinguished from "Court Standby" pay in Section 7 which is to be used when an employee is called back to court.

6. Court Pay: When an officer is physically called to court, he/she shall be credited on a hour-for-hour basis for the time actually spent in court, commencing one-half (1/2) hour prior to the scheduled court appearance. An employee shall be credited with a minimum of three (3) hours for each scheduled court appearance. Only one (1) minimum shall apply per payday. These three (3) hours will ultimately be paid in the pay period at time and one-half (1 1/2).

   Travel time shall not be considered hours worked and shall not be compensated in any manner whatsoever unless the employee first responds to the station.

7. Court Standby: A member of MPPOMMA who, while off duty, is on court standby status, may leave a telephone number where he/she may be reached while on court standby. Such time is not considered hours worked. However, the employee will receive credit for three (3) hours (these three (3) hours will ultimately be paid in the pay period at time and one-half (1 1/2)), provided that the employee is not actually required to be present in the court building. If any employee is required to go to court, this three (3) hour period is applied to court pay under Section 6.

   Alternatively, an employee on court standby may, with the permission of the Chief of Police or his designee, report to the police facility, in uniform, for

assignment while awaiting court. An employee shall be credited on a hour-for-hour basis for time actually worked while on standby. Travel time to the police facility shall not be considered hours worked and shall not be compensated in any manner whatsoever.

8. Administrative Leave: The following members of MPPOMMA will received administrative leave hours in the following amounts the first payroll cycle after City Council contract approval and the first payroll following July 1st every fiscal year. Employees hired mid-year or employee assignments changing mid-year will require a pro-rated amount of administrative leave either increases or decreasing an employee's administrative leave bank. Human Resources will make these calculations and adjustments. No other adjustment will be made to accrual banks besides this pro-rated calculation with mid-year assignment changes.

   Detective Lieutenant (1) – 60 hours annually
   Detective Sergeant (2) – 60 hours annually
   Traffic Sergeant (1) – 60 hours annually
   All remaining members of the MPPOMMA - 20 hours annually

   Unused Administrative Leave shall not be carried over into the next fiscal year and cannot be cashed out.

E. The times during the fiscal year at which an employee may take his/her administrative leave shall be determined by the Police Chief or his/her designee with due regard for the wishes of the employee and the needs of the service. Eligibility for this leave shall not be predicated upon first having all vacation and sick leave exhausted. Administrative leave may be utilized at any time during the fiscal year.

H. SHIFT TRADES:

Employees in the unit have the right to trade shifts with their colleagues subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.

2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.

3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.

4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same 28 day work period. If an employee leaves the City having not paid back a

shift, it shall be the responsibility of the two employees to work out any pay back.

5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her Sick Leave deducted. For example, if Police Sergeant A agrees to work the shift for Police Sergeant B and prior to the shift, Police Sergeant A calls in sick and does not work the shift, Police Sergeant A's Sick Leave is deducted and Police Sergeant B gets credit for the shift.

ARTICLE 9 - VACATION

A. Policy: It is the intent and purpose of this vacation leave policy that all employees avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual vacation accrual.

B. Vacation Accrual:

1. Accrual Rate: Employees shall accrue paid vacation time on the basis of years of paid service. The accrual rate shall be as follows:

   0 - 6 years eighty-eight (88) hours per year
   7 + years Eight additional hours per year to a maximum of two-hundred sixty (260) hours per year.

2. Accrual Caps: Except as provided herein, no employee may accrue greater than four hundred (400) vacation hours.

   The total number of vacation hours accrued on or before January 14, 1995 shall not be subject to the above accrual limitation and shall be placed in a separate accrual bank (vacation hours Bank No. 1). The number of vacation hours contained within Bank No. 1 on January 14, 1995 shall not increase except as provided below.

   Concurrent with the creation of Bank No. 1, there shall be created a second vacation bank (Bank No.2) that shall have a balance of zero at its inception. Vacation hours accumulated after January 14, 1995 shall be deposited in Bank No. 2. Effective July 1, 2014, vacation hours in Bank No. 2 accrued in excess of 400 hours shall be automatically cashed out as part of the regular payroll process. Said hours shall be cashed out during the pay period in which they are earned. In no case shall an employee be allowed cash out above the cap balance if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU or has not taken 40 hours of vacation for the year. If an employee has not cashed out as provided in Article 11 or taken forty (40) of vacation, accrual of vacation will cease once the cap is met except for the

following provisions.

Only in exceptional circumstances within the City's discretion shall an employee be allowed to exceed the maximum vacation accrual. In no case shall an employee's request to accrue vacation in excess of the accrual cap be granted if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU. Any approval to accrue in excess of the accrual cap requires a written request from the Police Chief to the City Manager stating that the employee will not be authorized to utilize vacation prior to reaching the accrual cap because of Department staffing requirements. The City Manager's approval is required. The number of hours allowed above the cap shall be in an amount sufficient to allow the employee 60 days to utilize vacation time prior to again reaching the cap. The approved number of hours shall be placed in bank number 1.

C. Use of Vacation Time: Probationary employees shall be authorized to utilize accrued vacation time prior to conclusion of the probationary test period.

Use of vacation time during the calendar year shall be approved by the Chief of Police or his designee, with due regard for the wishes of the employee, the employee's accumulated vacation credits, and particular regard for the needs of the Department.

ARTICLE 10 - HOLIDAY

Policy: It is the intent and purpose of this holiday leave policy that all employees avail themselves of accrued holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her annual holiday accrual.

Employees of the Police Department who are assigned to work around-the-clock shifts receive thirteen 10-hour (130 hours total) floating "holidays-in-lieu" of specific holidays off.

These holidays shall accrue on the following days:

CITY HALL CLOSED

Regular:	New Year's Day	Thanksgiving Day
	Washington's Birthday	Day After Thanksgiving Day
	Memorial Day	Christmas Eve
	Independence Day	Christmas Day
	Labor Day	New Years Eve Day
	Veteran's Day	

CITY HALL OPEN

Floating: Admission's Day Columbus Day

All other unit employees shall receive eleven (10-hour) paid holidays (see "Regular" holidays listed above), two (10-hour) floating holidays to replace Admission's Day and Columbus Day.

Effective January 1, 2020, all employees shall receive thirteen 10-hour (130 hours total) "holidays-in-lieu" of specific holidays off. Employees shall accrue 10.84 hours each calendar month of employment in lieu of the above-listed holidays. Except as provided herein, no employee may accrue greater than two-hundred sixty (260) holiday hours.

The total number of holiday hours accrued on or before January 14, 1995 shall not be subject to the above accrual limitation and shall be placed in a separate accrual bank (Bank No. 1). The number of holiday hours contained within Bank No. 1 shall not increase after January 14, 1995 except as provided below.

Concurrent with the creation of Bank No. 1, there shall be created a second holiday bank (Bank No.2) that shall have a balance of zero at its inception. Holiday hours accumulated after January 14, 1995 shall be deposited in Bank No. 2. Except as provided below, if Bank No. 2 should equal 260 hours, then no holiday hours or cash equivalency shall be earned by the employee until the balance in Bank No. 2 is less than 260 hours.

Only in exceptional circumstances in the City's discretion shall an employee be allowed to exceed the maximum holiday accrual. In no case shall an employee's request to accrue holiday in excess of the accrual cap be granted if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU. Any approval to accrue in excess of the accrual cap requires a written request from the Police Chief to the City Manager stating that the employee will not be authorized to utilize holiday prior to reaching the accrual cap because of Department staffing requirements. The City Manager's approval is required. The number of hours allowed above the cap shall be in an amount sufficient to allow the employee an opportunity to utilize holiday time prior to again reaching the cap. The approved number of hours shall be placed in bank number 1.

ARTICLE 11 - ACCRUAL CASH-OUT

Unit members may elect to, annually, during any fiscal year, cash-out up to a total of eighty (80) hours of accumulated and earned vacation time or holiday time (or a combination thereof). Requests for cash-out are to be submitted in a manner prescribed by the City.

ARTICLE 12 - SICK LEAVE

A. Sick leave with pay shall be granted to every full time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the City, at the rate of 8.00 hours per month (96 hours per year) for each full calendar month of continuous employment with the City, including time served in probationary status.

B. Sick leave is paid leave from work that can be used for the following:

(a) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or

(b) for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

For full time employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated above. However, the City permits that a total of eighty (80) hours of sick leave may be used per calendar year for family sick leave purposes.

C. Sick leave accrual and maximum:

1. On July 1, 2012, any existing sick leave balance was placed in a separate leave bank and the amount of that bank shall not be increased nor added to. The hours in the bank shall be subject to the reimbursement provisions described below in Section 12H. The employee shall be allowed to utilize this sick leave bank balance to fund future illnesses/sick leave. However, the employee shall not be required to utilize this sick leave account unless or until the employee elects to do so. Employees with sick leave hours in bank #1 who service retire from the City, may receive 50% of the hours in bank #1 paid at his/her base hourly rate of pay at the time of retirement. For example if an employee had 1,000 hours of sick leave in this account and retired for service, the employee would be provided 50% cash out upon service retirement. Accordingly, the employee has the option of utilizing the following newly created 800 hour sick leave account before utilizing this frozen account. Employees hired on or after July 1, 2012 do not have a sick leave (bank #1) as described in this paragraph.

2. Commencing on July 1, 2012, sick leave earned by bargaining unit members shall be deposited into a second sick leave account which shall be capped at a maximum of 800 hours. Upon accruing 800 hours in this sick leave account there shall be no further accrual of sick leave unless or until use results in a balance of less than 800 hours. Employees who retire from the city with more than 10 total years of city service, beginning from the date of employment, shall be eligible to cash out sick leave in the "second" sick leave account at the rate of eighteen (18) hours for each one full year (12 months) of city service at regular rate of pay.

3. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary the employee's accumulated sick leave accrual

in an amount consistent with the above retirement-related pay-out schedules as separately set forth in C(1) and C(2) above.

D. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, prior to the beginning of his/her daily duties or as specified by the Police Chief. A supervisor may require an employee to submit a health care provider's statement of illness or other satisfactory verification of illness regardless of the length of an employee's period of absence. Following any period of absence, a supervisor may require of the employee that they submit a health care provider's certificate indicating that they are capable of returning to duty.

E. The City Manager may, at any time in order to receive further information with respect to the ability of the employee to perform his job duties, request such employee to submit to a medical examination, either physical or mental, at the expense of the City.

F. Refusal of any employee to submit to such a medical examination shall constitute insubordination and grounds for disciplinary action.

G. Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for, or consents to, his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged that with regard to non-industrial disability retirements, it is the rules and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirements and that any such retirement shall be effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that with regard to individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:

1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850, but is not eligible for disability retirement at said time yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall have the option of electing to receive their sick leave balance existing at the time of exhaustion of the Labor Code Section 4850 benefits in accordance with the sick leave cash-out schedule contained in Section H of this Article 12 (as eligible based on hire date), with said amounts to be distributed during each payroll period until said 50 percent amount has been exhausted. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.

2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the

same, and still has sick leave remaining on account, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement in accordance with the sick leave cash-out schedule contained in Section H of this Article 12 (as eligible based on hire date). Further, said employee shall then be paid the cash value of accumulated vacation, holiday, and compensatory time off in one lump sum.

H. Starting in December of 2019 and the first payroll date following December 1st of each year, each member may elect to cash out sick time annually at 75% value (e.g., 96 hours cash-out = 72 hours pay) Upon accumulation of sick leave hours above the identified levels below, an employee may elect to cash-out accumulated sick leave hours, as long as the employee's account contains the indicated amount after the cash out. Requests for cash-out will be processed and shall be submitted in a manner prescribed by the City.

2019-2020 Fiscal Year Cash Out Hours: 110	Minimum Sick Hours Maintained: 470
2020-2021 Fiscal Year Cash Out Hours: 125	Minimum Sick Hours Maintained: 440
2021-2022 Fiscal Year Cash Out Hours: 140	Minimum Sick Hours Maintained: 410

a) Members may elect to cash out less hours then the maximum allowed.
b) The number of minimum sick hours to be maintained can be the number of hours in either Bank #1, Bank #2 or a combination of the hours in both Bank #1 and Bank #2.
c) Members may elect which Sick Bank they wish to cash out hours from.
d) When a member calls in sick for duty, he/she will complete the city's employee absent form and may elect which bank (Bank 1 or Bank 2) he wishes to have his/her sick time come from. If no sick bank is elected his/her sick time will automatically come from Bank 2.

I. Catastrophic Leave Bank. Membership in the Catastrophic Leave Bank will be voluntary and require an annual sick leave contribution of 8 hours pursuant to the provisions of Administrative Policy No. 30-10.

ARTICLE 13 - BEREAVEMENT LEAVE

Each regular employee may be granted bereavement leave at the discretion of the Chief of Police whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed three shifts, however, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five shifts. Shifts of Bereavement Leave are to be charged to an account separate from the employee's sick leave account.
Immediate family, for the purpose of bereavement leave, shall include: spouse, registered

domestic partner, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother, brother-in-law, sister or sister-in-law of the employee.

ARTICLE 14 - MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and under State and Federal law.

ARTICLE 15 - JURY DUTY LEAVE

An employee who is required to serve as a trial juror, or is required to appear in court as a witness except as the litigant in the case, shall be allowed to be absent with pay, from assigned duties within the City, during the period of such service or while necessarily being present in court.

Under such circumstances, the employee shall receive regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a witness, or as a juror, with the exception of travel pay, which may be retained by the employee.

The employee shall immediately advise the Department of receiving a court subpoena or governmental hearing order to serve as a witness. The employee shall be allowed leave with pay during the period of such service.

The employee shall advise the Department upon receiving a court order to appear for the initial examination as a prospective juror, or subsequently to serve as a juror. The granting of such leave with pay shall be subject to the approval of the City Manager.

ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY

Except as modified herein, Leave of Absence shall be governed by Personnel Rule XI. Attendance and Leaves, Sec. 4 Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park.

A. Leave of Absence Without Pay - The City Manager may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) calendar days. However, no such leave shall be granted unless the employee's Department Director recommends and the City Manager has approved said leave prior to its commencement date. Upon a showing of good and reasonable cause, the City Manager has authority to retroactively define an unauthorized non-paid leave of absence as being approved and sanctioned.

   No such leave shall be effective except upon written request of the employee following exhaustion by the employee of all accrued paid leaves of absence (except sick leave - see below), including but not limited to vacation, holiday and compensatory time off. If the non-paid leave of absence is solely attributable to a medical condition which would allow the employee to utilize accumulated sick leave, then said sick leave shall be exhausted

prior to the granting of any leave without pay status. However, those employees taking a non-paid leave of absence pursuant to the FMLA/CFRA are not required to use accrued compensatory time earned in lieu of overtime. Additionally, any such employee on a non-paid leave of absence pursuant to FMLA/CFRA, shall be required to use sick leave concurrently with said leave only if the leave is for the employee's own serious condition.

The City Council may authorize a regular employee to utilize leave of absence without pay for a period not to exceed the accumulated total of one hundred and eighty (180) calendar days during the entire term of the employee's service on behalf of the City. For example, if during an employee's length of service with the City, said employee has been granted an accumulated total of one hundred and eighty (180) calendar days of leave without pay, then said employee shall not be eligible for any additional leave without pay status for any duration of time.

The granting of a leave of absence without pay consistent with this policy shall be documented in writing by the City Manager and a copy of said documentation shall be filed with the Director of Human Resources and Risk Management.

In any instance where an employee is utilizing an approved leave of absence without pay for a period of time greater than fifty percent (50%) of a pay period, said employee shall accrue no leave benefits or seniority for the duration of time while in said status.

All requests for approval of leave without pay shall be initiated by the subject employee making said request on a City provided personnel action request form and said form shall become a permanent part of the employee's personnel file.

B. Maintenance of Insurance Benefits while on Leave of Absence Without Pay - It shall be the policy of the City that when an employee maintains employment status but is in a non-paid leave of absence, then the City shall make no premium or other contributions necessary to maintain in force and effect, any or all insurance coverage for which an employee would be otherwise eligible except as required by law. If such an employee desires to maintain during an authorized non-paid leave of absence, any or all insurance benefits otherwise available to an employee, then said employee shall be required to deposit any and all insurance premium payments with the City Director of Management Services on the date that the City is otherwise required to remit insurance premium payments to the carrier. Each employee shall be advised in writing of this City policy at the commencement of the authorized leave of absence without pay. There shall be no additional notices of said obligation provided to the employee.

ARTICLE 17 - FMLA/CFRA COMPLIANCE

It is the stated intent and policy of the City that should any provision within a Memorandum of Understanding, these rules and regulations, or any other policies or procedures adopted by the City or any of its subdivisions be in violation of the California Family Rights Act and/or the Federal Family and Medical Leave Act, then such provision is null and void.

ARTICLE 18 - INDUSTRIAL INJURY AND ILLNESS LEAVE

A. Except as modified herein, Industrial Injury and Illness Leave shall be governed by Personnel Rule XI, Section 4a, Industrial Injury and Illness Leave of the Personnel System Rules and Regulations of the City of Monterey Park and state law.

B. Subject to the requirement of Article 12, Section A of this Memorandum of Understanding, the City may make application for an employee's industrial disability retirement and said retirement shall not be effective without the member's consent earlier than the date upon which leave of absence without loss of salary under Section 4850 of the Labor Code because of the disability terminates, or the earlier date during the leave as of which the disability is permanent and stationary as found by the Worker's Compensation Appeals Board. (Government Code Section 21164).

C. An employee who is absent due to an Industrial Injury for an extended period of time will be considered to be on a Monday through Friday 0800 hours - 1700 hours schedule. The employee shall not be required to be at any specific location during this time period, however, must be available by cell phone.

ARTICLE 19- MODIFIED DUTY

A. It is the policy of the City to return work related injured or ill employees to work as quickly as is medically feasible. Every effort will be made to make "modified work" available to industrially injured employees who are not medically ready to return to full duties, but are able to perform light or modified duties without the likelihood of aggravating the injury. "Modified work" is defined as the performance of limited job tasks which do not encompass all of the essential duties for that particular job class or assignment to job tasks not typically performed by the employee but that provide productive work opportunities. "Modified duty" shall only be made available until the employee's condition becomes "permanent and stationary" or reaches maximum medical improvement under the prevailing workers' compensation statute and in no case shall extend beyond the statutory benefit period afforded under Labor Code Section 4850 for safety personnel. "Modified duty" shall not be considered a reasonable accommodation since the essential duties for the job are not taken into consideration.

B. Modified duty may be allowed only if all of the following conditions are met:

1. The Chief of Police determines that he/she has productive work available, which is within the work restrictions imposed by the qualified medical specialist. Any such decision by the Chief of Police shall not be subject to administrative or court challenge.

2. The Risk Manager concurs that such work will not impose an unacceptable level of risk to the City or the employee; and

3. The City Manager concurs that the modified work assignment of the named

employee is in the best interests of the City.

4. The determination of availability of a modified work assignment shall be made on a case-by-case basis and at the sole discretion of the City.

5. No modified duty assignment shall be made prior to conditions 1-3 being met;

6. There shall be no appeal of any decision which results in no assignment of modified duty being made.

C. Non-Industrial Modified Duty

1. In addition to the above, non-industrial modified duty may be assigned when the following additional criteria are met (pregnancy disability not subject to the restrictions described below):

   a. Employee meets all the criteria as stated in Section C of this article.

   b. Employee receives a medical release from the designated City doctor that modified duties may be performed.

   c. The prognosis is for the injury/illness to exceed 2 weeks (14 days).

   d. The employee is released to work a full shift (either 5/8, 4/10, or 3/12.5 schedule to be assigned based on modified duty considerations and at the sole discretion of the Police Chief).

   e. The employee's schedule is to be determined at the sole discretion of the Chief of Police. The Chief's determination shall not be subject to any administrative or court challenge.

   f. Modified duty for non-industrial injury/illness shall not exceed 30 calendar days in a rolling twelve-month period. The Police Chief, at his/her sole discretion, may grant a one-time extension of up to an additional thirty (30) calendar days based on receipt of an updated doctor's note.

   g. An individual on non-industrial modified duty may be assigned to any Division of the Police Department or any Department of the City.

   h. No more than one individual may be assigned non-industrial modified duty at any one time unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

i. No individual may be assigned, or continue to be assigned, non-industrial modified duty if there is any Officer assigned modified duty for an industrial injury unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

j. At all times, industrially injured individuals shall have precedence for modified duty assignments over non-industrial injured individuals.

ARTICLE 20 - UNIFORM ALLOWANCE

A. The annual uniform allowance is currently $725. The City shall continue its credit/retail account program with a retail outlet to be determined by the City, in lieu of cash payment of the uniform allowance for officers required to wear a police uniform (personnel assigned to Patrol & Traffic). All remaining personnel (Detectives, Administration, Training, Technical Services, Professional Standards, and the Community Relations Commander) may choose to receive cash payment for the uniform allowance in October of each contract year or receive credit/retail account with a retail outlet to be determined by the City. All uniform allowance cash payments will be reported on the employee's W-2 form under "Other Compensation" to meet Internal Revenue Service requirements. Uniform allowance shall not be credited to the employee that has been absent, for any reason, from active uniformed service for any time in excess of one-half of the fiscal year. Uniform allowance shall be provided on a prorated basis for those employees.

In addition, the following shall apply:

1. Employees may choose to receive cash payment for the uniform allowance each fiscal year. Requests to receive the cash payment shall be submitted no later than the first paycheck of June for the following fiscal year cash option.

2. Employees who do not elect to receive a cash payment and who do not use the full $725 allowance with the retail outlet will receive any remaining balance as cash payment for uniform maintenance or other uniform related costs the second payroll in June.

The parties agree that this is special compensation and shall be reported as such to CalPERS for "classic members", to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5).

B. The number of retail outlets utilized for the credit/retail account program will not exceed four locations. The selection of the outlets is to be determined by the City, after consultation with the Association.

A listing of uniform items eligible for purchase, as approved by the Chief of Police, shall be maintained in the Police Department policy manual. All equipment and uniforms must meet departmental standards and expectations. Should the Police Chief or his/her designee identify uniforms or equipment that needs to be replaced or that fails to meet the department standard, the employee will be responsible for replacing the item at his/her cost.

ARTICLE 21 - HEALTH INSURANCE

A. Medical Insurance (Active Employees)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA (in 2019 the MEC is $136/month).

B. Retiree Medical Insurance

1. Employees Hired On or After January 1, 2016

Employees who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. For 2019, this amount is $136 per month. PEMHCA determines the amount annually and therefore, this is subject to change.

2. Retiree and Employees Hired Prior to January 1, 2016

Current retirees and employees who were hired on or before December 31, 2015 will be eligible for medical insurance provided by PEMHCA and when enrolled in PEMHCA, receive a City contribution equal to the MEC under PEMHCA. The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth below (subject to the actual premium of the PEMHCA plan):

a. If the employee retired from City employment with less than 20 years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to $485/month (includes the MEC) toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

b. If the employee retired from City employment with 20 or more years of City service, and remains enrolled in PEMHCA in retirement he/she will receive up to $650/month (includes the MEC) toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

c. Medicare

Retirees must comply with the Medicare enrollment requirements set forth by PEMHCA and the City's health plan program.

C. Dental Insurance

The City will contribute up ninety-five ($95) per month. The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

The City shall provide a vision insurance plan. The City will contribute up to twenty ($20) dollars per month for the employee and eligible dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 24 months. Deductible shall be $10.00/exam; $20.00/frame and lenses.

E. Section 125 Cafeteria Plan

1. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward the dental plan as well as any premium payment for CalPERS Long Term Care which the employee may elect to participate in an pay through payroll deduction.

2. The City's contribution under the Section 125 Cafeteria plan for active employees shall be up to one thousand three hundred and twenty-five dollars ($1,325) per month for employees electing to enroll in a medical plan in PEMHCA. Effective the beginning of the pay period following January 1, 2021, the City's contribution to the Cafeteria Plan for active employees will increase by seventy-five dollars for a total monthly contribution of $1,400 per month. Effective the beginning of the pay period following January 1, 2022, the City's contribution to the Cafeteria Plan for active employees will increase by seventy-five dollars for a total monthly contribution of $1,475 per month. The City's contribution will include the PEMHCA MEC ($136 per month for 2019) toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).

3. For employees who elect to waive medical insurance from the City (opt out), the

City will pay $300/month in cash to the employee. In order to receive the opt-out incentive, the employee must certify that he/she has medical insurance coverage in a plan that provides minimum essential coverage under the Affordable Care Act.

4. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

F. Affordable Care Act Reopener

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act.

N

ARTICLE 22 – RETIREE HEALTHCARE TRUST

A. Effective following July 1, 2020, the city shall establish a Retiree Healthcare Trust (RHT) and full-time Unit member will be eligible to self fund contributions towards it.

ARTICLE 23 - DEPENDENT CARE FLEXIBLE SPENDING ARRANGEMENT & HEALTH REIMBURSEMENT ARRANGEMENT

Effective January 1, 2017, the City will offer a voluntary medical and dependent care flexible spending accounts to employees. The City will pay the administrative fee for the plans and the employee will be responsible for individual account fees.

ARTICLE 24 - LIFE INSURANCE PLANS

A. Life Insurance –The City shall provide each employee covered under this MOU a term life insurance policy in the amount of $100,000.

B. Supplemental Life Insurance may be purchased by each employee in $10,000 increments with a maximum face value of $300,000, or three times (3X) the individual's gross salary, whichever is less. Any premium cost for supplemental insurance shall be borne by the employee.

ARTICLE 25 - EDUCATIONAL INCENTIVE PAY

The City agrees to maintain an Educational Incentive Pay Plan which provides additional compensation as follows:

A. $275.00 compensation per month for an Advanced POST Certificate, $400.00 additional compensation per month for a Supervisorial POST Certificate, $475 additional compensation per month for a Management POST Certificate, for an employee who does not otherwise qualify for the educational incentive pay as provided for in this article. In no case shall the total additional monthly compensation under this section A of the Education Incentive Pay article exceed $550 per month.

B. $135.00 additional compensation per month for an employee with an Associate of Arts degree or 60 units of college credit from an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education in any major.

C. $275.00 additional compensation per month for an employee with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

D. $325.00 additional compensation per month for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

E. If an employee possesses any combination of both a Bachelors/Masters Degree and a Supervisorial/Management POST Certificate, they will be compensated $550 per month. In no case shall the total additional monthly compensation for possessing a certification as identified in section A and a degree as identified in section B,C,D exceed $550 per month.

F. The above amounts shall not be cumulative.

G. The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a) (2) – Educational Incentive Pay.

ARTICLE 26 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Educational costs shall be limited to two thousand dollars ($2,000) annually per unit member for eligible reimbursement expenses as defined within this Article. The City agrees to reimburse employees for the cost of enrolling in college-level courses in an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement is subject to approval by both the Chief of Police and the Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Chief of Police and the Director of Human Resources and Risk Management shall consider whether or not the course(s) for which the reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Chief of Police and the Director of Human Resources and Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Chief of Police and the Director of Human Resources and Risk Management shall be final.

Enrollment cost reimbursement will be paid according to the following schedule:

1. If tuition or fees are equal to or less than current California State University at

Los Angeles fees, the City will pay 100% of the tuition fees.

2. If tuition or fees exceed California State University at Los Angeles fees, the City will pay an amount equal to 100% of the California State University at Los Angeles fees.

An employee will be reimbursed up to twenty-five dollars ($25.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to fifty dollars ($50.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 27 - BILINGUAL PAY

The City shall pay an additional one hundred fifty dollars ($150) per month to each employee, who is capable of speaking and interpreting a foreign language as deemed useful by the City.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) – Bilingual Premium.

ARTICLE 28 – SPECIAL ASSIGNMENT PAY

A. Special Assignments

The City agrees to pay two hundred ($200.00) per month as special assignment pay for employees regularly assigned to the positions of:

Police Lieutenant: Administration, Investigations, Operational Support

Police Sergeant: Technical Services, Traffic Bureau, Detective, and Training/Community Relations

B. Duration of Special Assignments

The term of any one (1) particular special assignment shall be for a period of forty-eight (48) consecutive months from the date of placement in the particular special assignment, with the employee having the option to elect an additional twelve (12) month period of service in the special assignment, resulting in sixty (60) consecutive months of placement within a special assignment. The employee shall notify the Office of the Chief of Police in writing not later than the end of the forty-fifth (45th) consecutive month of special assignment service, as to whether or not the employee elects an additional twelve (12) month period of service.

At the conclusion of the initial forty-eight (48) month, or the extended sixty (60) month term, the Chief of Police may, at his/her sole discretion, extend the term of an employee's special assignment up to an additional six (6) months if the Chief of Police determines it is in the best interests of the Department to do so because of the employee's involvement

in a particular project, investigation or other matter is required.

Any affected employee performing in a specialty assignment may submit a written request to the Chief of Police, proposing that the employee be assigned out of the special assignment. The decision of the Chief of Police as to whether or not such request shall be granted and if so, when the reassignment shall be effective, lies in the sole discretion of the Chief of Police, whose determination shall not be subject to administrative or civil challenge or appeal.

C. At the conclusion of the above-described term of specialty assignment, or upon being granted exit from said assignment during its term, the affected employee shall be eligible to apply for a different specialty assignment, but shall be ineligible to be appointed to the same specialty assignment which term has just been completed, or from which the employee has exited during the term, for a period of 12 months from the last date of service in the specialty assignment.

D. Reassignment in a specialty position of the same or different type than that, in which the affected employee has previously performed services, shall be subject to all applicable policies, practices and procedures utilized by the Chief of Police for selection of participants in specialty assignments.

E. All affected employees participating in a special assignment, shall be subject to the removal/appeal policies and procedures set forth below in subsection 6.

F. Removal from Special Assignment

Appeal procedures for employees removed from specialty assignments after twelve months or more of receiving the assignment:

A California Court of Appeal case has recently held that in many circumstances, reassignment from a special assignment as described above and loss of bonus compensation, can be implemented only upon the Department stating cause for the reassignment, and with the Officer then having a right to contest the reassignment through all available administrative appeal procedures. In this case, said procedures may include access to a trial-type evidentiary hearing before a hearing officer pursuant to Article 7 of the MOU. (The City does not acknowledge that said court ruling is controlling, yet it does form the basis for the compromise described in this Article.). However, the following limitation shall apply to administrative appeals conducted pursuant to Article 7 of the MOU and which regard reassignment from a special assignment as that term is used in this Article:

Each party to the Article 7 administrative appeals before a hearing officer shall be limited to a maximum of eight (8) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7 (C)(4) Level IV Administrative Hearing. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the

MPPOMMA or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been reassigned.

"Presentation Time" against which shall be charged the eight (8) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the eight (8) hour limitation, the hearing officer shall have no authority to extend said limitation.

1. Appeal procedures for employees removed from specialty assignments in less than twelve (<12) months of receiving the assignment:

   The following administrative appeal process is established pursuant to Government Code § 3304.5. It shall supplement, though not replace, the disciplinary appeal processes established in other provisions of the Memorandum of Understanding ("MOU") between the City of Monterey Park and the Monterey Park Police Officers' Mid-Management Association.

   This procedure shall not apply to disciplinary actions for which officers already are entitled to receive an appeal hearing pursuant to either the Grievance Article or Special Assignment Pay Article of the Memorandum of Understanding. It shall only apply to punitive actions, as that term is defined by Government Code § 3303, for which officers do not already receive an appeal hearing under either Grievance Article or Special Assignment Pay Article of the Memorandum of Understanding. MOU Article 7 Grievance Procedure applies to disciplinary action "as defined by City Personnel Rules and Regulations." Personnel Rule XV(1) defines disciplinary actions as being limited to suspensions without pay, reduction in class position or dismissal. Thus, this particular procedure shall only apply to the removal of employees from their specialized assignment within the first twelve (12) months of receiving such an assignment.

   a. Right to Administrative Appeal

      1. Any public safety officer (as defined by Government Code § 3301) who is subjected to punitive action (as defined by Government Code § 3303) other than dismissal, demotion (reduction in class position) or suspension is entitled to an administrative appeal pursuant to this procedure. An officer shall be entitled to appeal an action upon receiving written notification of such action.

2. Unit members subjected to dismissal, demotion, or suspension shall continue to be entitled to an appeal in accordance with existing procedures set forth in other provisions of the Memorandum of Understanding.

3. Each Party shall bear their own costs incurred under this procedure.

b. Notice of Appeal

1. Within ten (10) calendar days of receipt by a unit member of written notification of punitive action, the Lieutenant or Sergeant shall notify the Chief of Police in writing of the intent to appeal the punitive action.

2. The notice of appeal shall specify the action being appealed and the substantive grounds for the appeal.

3. Failure to timely serve written notification of an appeal shall result in waiver of any right to appeal.

c. Hearing Officer

The City Manager or designee shall act as the hearing officer. The determination of the City Manager or designee shall be administratively final and binding.

d. Burden of Proof

The City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the punitive action and the burden of proving that the punitive action was reasonable under the circumstances.

e. Conduct of Hearing

1. For the purposes of this specific hearing regarding the proposed removal of a unit member within the first 12 months of a specialized assignment the provisions of Government Code § 11513 shall apply to the hearing. The City understands that an employee cannot be compelled to testify even if the employee does not testify in the presentation of his/her case.

2. Following the presentation of evidence, if any, the parties may present verbal closing arguments and/or in the sole discretion of the hearing officer, written closing arguments, as well.

f. Record of Hearing

1. The hearing shall be audio recorded. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

g. Representation

The employee may be represented by a representative of his or her choice at all stages of the proceedings. The appointing authority shall also be entitled to representation at all stages of the proceedings.

h. Decision

1. The City Manager or designee shall serve the parties with written notice of his/her decision within thirty (30) calendar days of submission of the case by the parties.

2. The decision shall be served by first class mail upon the appointing authority and the officer as well as his/her attorney or representative. The decision shall advise the officer that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

3. If applicable, the decision to return the employee to his/her specialized assignment shall include back pay.

ARTICLE 29 - SALARIES AND WAGES

Effective the beginning of the pay period following the Council's approval of this MOU, members of this unit will each receive a one-time cash payment of one-thousand seven hundred and seventy five dollars ($1,775).

Effective the beginning of the pay period following City Council approval of the MOU, the salary range for Police Lieutenant and Police Sergeant will be increased by 1% and shall be retroactive to the first payroll cycle after December 29, 2018.

Effective the pay period following 30 days after the second reading of a City Council ordinance approving the revised CalPERS Contract for Cost Sharing and members pick up an additional 3% retirement contribution as cost sharing, the salary range for Police Lieutenant and Police Sergeant will be increased by 3%.

Effective the beginning of the pay period following January 1, 2020, the salary range for Police Lieutenant and Police Sergeant will be increased by 2.5%.

Effective the beginning of the pay period following January 1, 2021, the salary range for Police Lieutenant and Police Sergeant will be increased by 2.7%.

Effective the beginning of the pay period following January 1, 2022, the salary range for Police Lieutenant and Police Sergeant will be increased by 3.5%.

Salary ranges for Police Lieutenant and Police Sergeant are listed in Addendum A.

Longevity: The City will provide a monthly longevity payment of one-hundred dollars ($100) per month upon completion of twenty (20) years of continuous service. The longevity payment will increase to three-hundred fifty dollars ($350) per month upon completion of twenty-five (25) years of continuous service.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

Acting Pay: Unit members assigned by the Police Chief, or his/her designee to perform the duties of a higher level rank shall be compensated with acting pay as $50 a day extra pay for no more than $200 in a twenty-eight day scheduling period.

PERFORMANCE EVALUATIONS: No step raises, or other performance-based compensation, shall be delayed by more than sixty (60) calendar days due to the City failing to evaluate the affected employee's performance in a timely manner. However, if an employee who is due a performance evaluation that includes a possible merit increase, does not receive their performance evaluation within sixty (60) calendar days after the date of their annual evaluation date, the merit increase shall process retroactive to the date of the employee's anniversary date for merit increase consideration. The employee is to notify their supervisor and Human Resources at the time the sixty (60) calendar days have been exceeded. A personnel action form will be completed and the merit increase shall be made retroactive to the employee's anniversary date.

ARTICLE 30 - SENIORITY

Time which has been spent in a position designated by the Department as an "acting position" does not qualify as seniority for time served within the acting position rank as credit for completion of a probationary period for the acting rank, or as credit for time in rank for merit pay step increases.

ARTICLE 31 - RETIREMENT

A. Retirement Benefits - Retirement Benefits as provided in contract, dated November 1, 1952, with the Public Employees' Retirement System and as follows:

1. Effective June 24, 1989, "Single Highest Year" option;
2. Effective March 20, 1976, "Post Retirement Survivor" option;
3. Effective May 8, 1999, "1959 Survivor's Benefit" - Level 4;

4. Effective August 18, 2001, "3% @ 55" formula Retirement Plan.
5. Effective November 1, 2003, Military Service Credit as Public Service

B. All employees who are classic members under the Public Employees Retirement Law shall pay 9% of compensation earnable as the employee contribution to CalPERS.

C. Employees who are classic members have the retirement formula that existed with the City on December 31, 2012, 3%@55 with single highest year for final compensation. (Tier 1)

D. Employees who are 'New Members' as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

Tier 2: "New Members' will have the retirement formula 2.7%@57 and the three year average final compensation. New members contribute one-half of the total normal cost of their retirement benefits as determined annually by CalPERS. In 2016, that contribution is 12%.

E. Cost-Sharing
Classic Employees:

Employee Paid Retirement Contribution: Classic employees currently pay the nine percent (9%) member contribution. Effective the payroll period following the 2019 CalPERS contract amendment approval, Employees shall also pay an additional three percent (3%) retirement contribution as cost sharing pursuant to Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

'New Member' Employees:

"New Member" employees pay their one-half the total normal cost as determined by CalPERS. As of July 1, 2019, that contribution is 12.25%. Effective the payroll period following the CalPERS contract amendment approval, "new members" will contribute .5% cost sharing pursuant to Government Code section 20516(a) in addition to their one-half of the total normal cost as determined by CalPERS. In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

For example, if the required PEPRA contribution is 12.25%, then "new members" will contribute 12.25% (1/2 the normal cost) and .5% as cost-sharing, for a total employee contribution of 12.75%.

The parties agree to cost-sharing of the employer retirement rate as noted above. The City will pursue a contract amendment with CalPERS for the cost-sharing portion of employee contributions toward retirement. The parties agree to complete the contract amendment process. Cost sharing will begin as noted above.

If, at some future date, unit members no longer agree to cost sharing, the City will simultaneously reduce the salary range for all Unit members by 3% and reduce any impacted employees' base pay accordingly.

ARTICLE 32 - MEDICAL EXAMINATION

A medical examination of any employee may be required by the City when job related and consistent with business necessity and will be administered by a medical doctor selected by the City. The City agrees to pay the full cost of the medical examination.

ARTICLE 33 - DEFERRED COMPENSATION PLAN

A deferred compensation plan will be available to all members of the Police Officers Mid-Management Association. Participation in this deferred compensation plan is at the option of the individual employee.

A. One-Time Deferred Compensation Special 457 Catch-up Provision:

(One-Time is defined by law as an election to "catch-up" underutilized deferrals to a 457 plan, once in a singular year or multiple years, not to exceed 3 years) Federal Law allows 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age. Normal retirement age for "classic" safety members of PERS is fifty-five (55) years old and fifty-seven (57) years old for "new" members of PERS. All 457 plans of an employer must have the same normal retirement age (NRA). For purposes of the deferred compensation special 457 catch-up provision for the City of Monterey Park, the normal retirement age range shall be considered 51 thru 62 years old.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement date in converting the hourly rate of accrued compensable leave to monies into their contribution to one of the City's deferred compensation providers in accordance with IRS regulations/Federal Law. After an employee defers compensable accrued leave, balances of 120 hours must remain or be maintained in both their sick and vacation accrual banks. If an employee defers compensable leave from a bank that has a formula of payout at retirement (i.e. 50% sick leave at retirement) the deferral does not recalculate the remaining balance. All sick leave hours, per MOU provisions, will be on a fifty percent basis (i.e. a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employees deferred compensation

account). In the final three (3) years prior to an employee's stated retirement date he/she may convert the hourly rate of accrued compensable leave to monies into be included in their contribution to one of the City's deferred compensation providers in accordance with IRS regulations and the schedule outlined below:

3-year Catch-up Plan

1st year: no more than 20% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave as allowed by Federal Law.

2nd Year: If a second year is chosen, no more than 35% of compensable leave may be deferred.

3rd Year: If a third year is chosen, no more than 50% of compensable leave may be deferred.

The City is not a party to and accepts no responsibility for the employees obligations under federal law to comply with the IRS and legal requirements of such deferrals allowing 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age.

ARTICLE 34 - EMPLOYEE SAFETY COMMITTEE

A committee of three MPPOMMA members is to be established. One of the three members will be the Association President, or the Association Vice President. This Committee will meet with appropriate Departments and City officials in matters related to on-duty safety.

Blood borne and Airborne pathogen exposure control training shall be provided to appropriate unit employees and required immunizations will be provided to employees as required at City cost.

ARTICLE 35 – PROBATIONARY PERIOD

All original and promotional appointments to the competitive service shall be tentative and subject to the following probationary periods: twelve months for promotional and lateral appointments to the positions of Police Sergeant and Police Lieutenant.

ARTICLE 36 - WRITTEN NOTICES TO POMMA

Reasonable written notice will be given to MPPOMMA of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency, an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with a MPPOMMA, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

MPPOMMA shall be deemed to have met and conferred and agreed to any matter if within thirty days after mailing of the notice by the City regarding said matter, the employee organization fails

to deliver to the City Manager a written request for a meeting.

ARTICLE 37 - GENERAL PROVISIONS

A. This MOU shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal laws, or with any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this MOU shall be affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the MOU shall not be otherwise affected thereby.

B. The parties hereto agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in MPPOMMA or based on any protected class.

C. The parties hereto agree that this MOU cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing.

D. Nothing contained in the MOU shall act as a waiver of any rights an individual may have under the workers' compensation law.

ARTICLE 38 - SUBSTANCE ABUSE POLICY

The parties have met and conferred in good faith and reached agreement upon modifications to the City Administrative Policy No. 30-10, as regards GUIDELINES FOR CONSUMPTION OF ALCOHOL AND ILLEGAL OR CONTROLLED SUBSTANCES.

ARTICLE 39 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2018 and ending June 30, 2022 and shall continue in effect from year to year thereafter unless or until terminated. Unless specifically described to the contrary herein, all changes in matters within the scope or representation shall be provided prospectively from the date of MOU implementation. The "date of MOU implementation" shall be the date of City Council adoption of the MOU.

This MOU may be terminated as of the end of the initial term or any subsequent contract period by either party giving written notice to the other not less than ninety (90) calendar days prior to the termination date. If no notice is given in accordance with the terms of this Article, the MOU shall automatically renew for an additional year without any change whatsoever.

ARTICLE 40 - CITY COUNCIL APPROVAL

It is however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or affect whatsoever unless or until ratified and approved by minute action duly adopted by the City Council of the City of Monterey Park.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 2nd day of October 2019.

MONTEREY PARK POLICE OFFICERS' MID-MANAGEMENT ASSOCIATION

By: _____
Paul Yniguez, President
Monterey Park Police Officers' Mid-Management Association

By: _____
Brent Archibald, Lieutenant
Monterey Park Police Officers' Mid-Management Association

CITY OF MONTEREY PARK

By: _____
Ron Bow
City Manager

By: _____
Thomas J. Cody, Director
Human Resources & Risk Management

ADDENDUM A

CITY OF MONTEREY PARK
CLASSIFICATION AND BASE SALARY LIST
POLICE OFFICERS' MID-MANAGEMENT ASSOCIATION MOU

1.0% Retro Effective December 29, 2018

2018-19 SALARY TABLE

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	3	7,856	8,249	8,661	9,094	9,549
Police Lieutenant	4	9,566	10,044	10,546	11,073	11,627

2.5% Increase Effective January 1, 2020

2019-2020 SALARY TABLE

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	3	8,052	8,455	8,877	9,321	9,787
Police Lieutenant	4	9,805	10,296	10,810	11,349	11,918

3.0% PERS Effective February 1, 2020

2019-2020 SALARY TABLE

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	3	8,294	8,709	9,144	9,601	10,081
Police Lieutenant	4	10,099	10,604	11,134	11,690	12,275

2.7% Increase Effective January 1, 2021

2020-2021 SALARY TABLE

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	3	8,518	8,944	9,390	9,860	10,353
Police Lieutenant	4	10,372	10,891	11,435	12,006	12,607

3.5% Effective January 1, 2022

2021-2022 SALARY TABLE

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Police Sergeant	3	8,816	9,257	9,719	10,205	10,715
Police Lieutenant	4	10,735	11,272	11,835	12,426	13,048

ADDENDUM B

City of Monterey Park

INTEROFFICE MEMO

DATE: 6/12/2012

TO: All Police Department Staff

FROM: Jim Smith, Chief of Police

SUBJECT: Patrol Sergeant/Lieutenant Overtime Call Out Procedure

The following shall be the overtime call out procedure for replacement of Patrol Sergeants/Lieutenants assigned to Patrol as Watch Commanders or Field Supervisors when a vacancy occurs due to a non-planned event. For purposes of this memo, a "non-planned event" is considered a sick call out or other emergency.

Watch Commander

If a Sergeant/Lieutenant is unavailable for duty as the Watch Commander due to a non-planned event the initial attempt will be to fill the vacancy with on-duty supervisory personnel (Sergeant or Lieutenant) assigned to a special assignment (D.B., Traffic, Admin, etc.). If no special assignment supervisors are on-duty or if they are unavailable, then a replacement will be assigned on an overtime basis. The replacement will be at the rank of the person whose non-planned absence created the vacancy. Initially, Patrol, rank- equivalent personnel, should be contacted on an availability/seniority basis. If none are available, then special assignment, rank-equivalent, personnel should be contacted on a seniority basis. If a rank equivalent is not available, then the replacement may be the next lower rank starting with Patrol personnel by availability/seniority order and if none are available, to special assignment personnel on a seniority basis.

The following are examples:

Example #1: A Lieutenant and Sergeant are assigned to a Patrol Team. The Lieutenant is off due to a planned event (Vacation, Holiday, Training, etc.). The Sergeant is ill and calls in sick (unplanned event). If there is an on-duty supervisor assigned to a special assignment available, that person will be assigned as the Watch Commander. If there is not, then overtime will be used to fill the vacancy of the Sergeant. Sergeants assigned to Patrol will initially be contacted on an availability/seniority basis, until a replacement is found. If no replacement is found, then Sergeants assigned to a special assignment will be contacted on a seniority basis until a replacement is found. If no Sergeants are available, Lieutenants assigned to Patrol will be contacted on an availability/seniority basis will be contacted. If no one is available, Lieutenants assigned to special assignments will be contacted on a seniority basis.

Example #2: Same scenario as above, but the reasons for being off are reversed (Sergeant on vacation, Lieutenant calls in sick). The procedure above would be the same with the exception that the calls for overtime would start with the Lieutenants then work down to the Sergeants if no Lieutenants (Patrol or special assignment) are available for the overtime.

In any situation where the vacancy is in the Watch Commander's position and no Sergeant/Lieutenant desires the overtime, then the Sergeant with the least amount of seniority (regardless of assignment) will be required to work the overtime.

Field Supervisor

If a Sergeant scheduled as the field supervisor has an unplanned absence, then they will be replaced by an Agent that is assigned and scheduled to work that shift. If this leaves the staffing level below minimum, then on-duty special assignment personnel will be used to either maintain minimum patrol staffing or to replace the supervisor (Agent or

Sergeant). If there are no special assignment personnel available, then an Officer will be called in to maintain minimum staffing. If there is no Agent scheduled or if no special assignment Agent or Sergeant is available, then overtime will be used to replace the field supervisor. Call outs for this scenario will begin with Sergeants assigned to Patrol and then those assigned to special assignments. If no one is available to work overtime, then Agents will be called starting with those assigned to Patrol on a seniority basis.

If an Agent is scheduled as a field supervisor due to a Sergeant/Lieutenant being on a planned event, and the Agent calls in sick the same procedure as outlined in Example 2 will be followed. If overtime is necessary, the call out procedure will begin with the Agent level and if no Agent is available then Sergeants will be called to fill the vacancy based on seniority starting with those assigned to Patrol then to those assigned to special assignments.

If you have any questions regarding this, please contact me.