

Dedicated to service



**Master
Memorandum of Understanding
Between
City of Huntington Park
and
City of Huntington Park
Police Management Association
(PMA)**

July 1, 2016 through June 30, 2019

TABLE OF CONTENTS

ARTICLE ONE: EMPLOYEE AND EMPLOYER RIGHTS..... 1

I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING 1

II. RECOGNITION FULL-TIME GENERAL CLASSIFIED EMPLOYEES 1

III. BARGAINING UNIT CHANGES..... 1

IV. NONDISCRIMINATION 1

 A. POLICY1

 B. ASSOCIATION AGREES NOT TO DISCRIMINATE.....2

V. CONFIDENTIAL EMPLOYEES – EMPLOYEE RELATIONS 2

VI. DUES/INSURANCE CHECK-OFF 2

VII. INDEMNIFICATION 3

VIII. USE OF CITY FACILITIES 3

IX. USE OF BULLETIN BOARDS 3

X. RIGHTS 4

 A. EMPLOYEE RIGHTS4

 B. MANAGEMENT RIGHTS AND RESPONSIBILITIES.....4

 C. IMPACT ON MANAGEMENT RIGHTS.....6

XI. PAID TIME OFF FOR HPPMA REPRESENTATIVES 7

 A. RELEASE TIME.....7

 B. LIMITATIONS7

ARTICLE TWO: SALARIES AND COMPENSATION 8

I. SALARIES 8

 A. SALARY ADJUSTMENTS – JULY 20168

 B. SALARY ADJUSTMENTS – JULY 20178

 C. SALARY ADJUSTMENTS – JULY 20188

II. CITY’S RIGHT TO INCREASE SALARIES – RECLASSIFICATION STUDY 8

III. FIVE STEP SALARY SCHEDULE 9

IV. STEP INCREASES – BASED ON MERIT 9

 A. NOT AUTOMATIC.....9

 B. BASED ON MERIT.....9

V. PROBATIONARY PERIOD 10

 A. LENGTH OF PROBATIONARY PERIOD10

 B. “AT WILL” STATUS10

 C. PROMOTIONS.....10

VI. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION 10

 A. REDUCTION OF UNIT SALARY RANGE10

 B. INCREASE OF SALARY RANGE OR CLASSIFICATION10

 C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE.....11

 D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE.....11

TABLE OF CONTENTS

VII. ANNIVERSARY DATE 11
A. DATE OF INITIAL HIRE.....11
B. LIMITATIONS11

VIII. EQUIVALENT BIWEEKLY, MONTHLY AND ANNUAL RATE 12

IX. FREQUENCY OF PAYCHECK ISSUANCE 12

X. PAYROLL WITHHOLDING CHANGES 12

XI. VOLUNTARY 457 DEFERRED COMPENSATION PLAN 12
A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN.....12
B. PLAN DOCUMENTS AND RULES.....12
C. CHANGING YOUR CONTRIBUTION.....13
D. LIMITATIONS13

XII. ACTING PAY 13
A. ELIGIBILITY13
B. COMPENSATION.....13
C. LIMITATIONS14

XIII. BILINGUAL PROGRAM 14
A. PURPOSE14
B. QUALIFICATION.....14
C. COMPENSATION.....15

XIV. POLICE P.O.S.T. MANAGEMENT CERTIFICATE..... 15
A. PURPOSE15
B. ELIGIBILITY15
C. COMPENSATION.....15
D. LIMITATIONS16

XV. POLICE MANAGEMENT EDUCATIONAL INCENTIVE PROGRAM 16
A. PURPOSE16
B. ELIGIBILITY17
C. COMPENSATION.....17
D. LIMITATIONS17

XVI. LONGEVITY PAY 18
A. PURPOSE18
B. EFFECTIVE.....18
C. COMPENSATION.....18
D. LONGEVITY PAY/EPMC18

XVII. QUARTERLY RANGE PAY..... 18
A. REQUIRED TO ATTEND RANGE QUALIFICATION.....18
B. PERISHABLE SKILLS TRAINING19

XVIII. TEMPORARY ASSIGNMENTS..... 19
A. LIMITATIONS19
B. NOT ENTITLED TO ADMINISTRATIVE APPEAL.....19

ARTICLE THREE: WORK PERIODS, SCHEDULES AND OVERTIME..... 20

I. ESTABLISHING AND POSTING WORK SCHEDULES 20

TABLE OF CONTENTS

II. WORK PERIODS – UNIT EMPLOYEE 20
A. SEVEN (7) DAY WORK WEEK20
B. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES BEGINNING/ ENDING20

III. WORK SCHEDULES/WORK SHIFTS..... 20
A. CITY WORK SCHEDULES.....20

IV. PUNCTUALITY/TARDINESS 21
A. POLICY21
B. NO PAY FOR TARDINESS21
C. NO USE OF LEAVE TIME BENEFITS21
D. DISCIPLINARY ACTION22

V. OVERTIME 22
A. POLICY22
B. UNIT EMPLOYEES – 40 HOURS PER 7 DAY WORK PERIOD22
C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME22
D. APPROVAL OF OVERTIME22
E. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE22
F. REGULAR DAY OFF WORKED23
G. REGULAR HOURLY RATE OF COMPENSATION – 40 HOUR WORKWEEK.....23
H. HOURS WORKED FOR OVERTIME – USE OF HOLIDAYS, VACATION TIME, AND
COMPENSATORY TIME23

VI. TIME WORKED 24
A. TIME WORKED – 7 DAY WORK PERIOD.....24

**VII. WORK TIME/NON-WORK TIME – OUT OF TOWN TRAVEL AND TRAINING
TIME 24**
A. ADVANCED APPROVAL.....24
B. ONE DAY TRAVEL TRIPS25
C. OVERNIGHT TRIPS.....25
D. TRAINING DAY OCCURS ON EMPLOYEE WORK DAY.....25

VIII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES 26
A. BREAK-REST PERIOD SCHEDULING.....26
B. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION26
C. LIMITATIONS26

IX. MEAL TIME 26
A. MEAL TIME SCHEDULING.....26
B. MEAL TIME ONE-HALF (½) HOUR DURATION27
C. LIMITATIONS27

X. CALL BACK PAY (UNSCHEDULED) 27
A. PURPOSE27
B. COMPENSATION.....27
C. LIMITATIONS28

XI. ON-CALL DUTY PAY 28
A. DEFINITION28
B. ASSIGNMENT28
C. COMPENSATION.....29

TABLE OF CONTENTS

D. NOT ELIGIBLE FOR ON-CALL PAY29

XII. ASSIGNMENT OF OVERTIME 29

XIII. COMPENSATORY TIME 29

A. ELIGIBILITY29

B. AUTHORIZATION29

C. ACCUMULATION OF COMPENSATORY TIME BANK30

D. SCHEDULING AND USE OF COMPENSATORY TIME30

E. PAY OUT OF COMPENSATORY TIME UPON TERMINATION FROM SERVICE30

XIV. COURT TIME PAY 31

A. COMPENSATION.....31

B. REQUIREMENT31

ARTICLE FOUR: SUPPLEMENTAL BENEFITS..... 32

I. RETIREMENT 32

A. CALPERS RETIREMENT BENEFITS32

B. ESTABLISHMENT OF TWO-TIER RETIREMENT FORMULA FOR SAFETY EMPLOYEES33

C. CITY PAYMENT – EMPLOYEE’S CALPERS RATE33

D. EMPLOYEE CONTRIBUTION TOWARDS CALPERS RETIREMENT33

II. HEALTH INSURANCE 33

A. HEALTH INSURANCE – CALPERS MEDICAL PLANS33

B. HEALTH INSURANCE – CITY CONTRIBUTION33

III. RETIREE HEALTH INSURANCE 34

A. ELIGIBILITY34

B. RETIRED HEALTH INSURANCE BENEFIT34

C. RETIRED HEALTH INSURANCE BENEFIT FOR EMPLOYEES HIRED AFTER RATIFICATION OF THIS CONTRACT AND ONCE CALPERS CONTRACT IS AMENDED.34

IV. HEALTH INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON-PERSABLE) 35

A. EMPLOYEE SPOUSES/DEPENDENTS NOT ELIGIBLE FOR OPT-OUT35

B. PROOF OF COVERAGE/WAIVE CITY LIABILITY35

C. OPT-OUT CASH VALUE (NON-PERSABLE).....36

D. RE-ENROLLMENT IN CITY HEALTH INSURANCE PLAN36

V. DENTAL INSURANCE 36

A. BENEFITS – DELTA CARE/PMI PLAN36

B. DENTAL INSURANCE BENEFITS – LIMITATIONS36

VI. LIFE INSURANCE 37

A. BENEFIT37

B. LIMITATION37

VII. LONG TERM DISABILITY INSURANCE 37

A. PURPOSE37

B. BENEFIT37

C. LIMITATIONS38

VIII. VISION CARE INSURANCE..... 38

TABLE OF CONTENTS

A. BENEFIT	38
IX. CITY RIGHTS – CONTENT AND CONTRACTOR	38
A. INSURANCE/EMPLOYEE BENEFIT PLANS	38
B. MEET WITH HPPMA	38
X. UNIFORMS ALLOWANCE AND ISSUED UNIFORM EQUIPMENT – SWORN UNIT EMPLOYEES	39
A. PURPOSE	39
B. SAFETY EQUIPMENT – ONE TIME PURCHASE	39
C. UNIFORM CLEANING AND REPLACEMENT ALLOWANCE – SWORN UNIT EMPLOYEE	39
D. LIMITATIONS	40
E. PURCHASE – SPECIFICATIONS AND RECEIPTS	40
F. TERMINATION PRIOR TO COMPLETION OF PROBATION	40
G. UNIFORM EQUIPMENT – REPAIR AND REPLACEMENT	41
H. SPECIAL ASSIGNMENT SAFETY EQUIPMENT	41
I. OTHER UNIFORM ITEMS	42
J. CHIEF OF POLICE – SAFETY EQUIPMENT NOT LISTED	42
XI. TUITION REIMBURSEMENT PROGRAM	42
A. PURPOSE	42
B. ANNUAL REIMBURSEMENT	43
C. REQUIREMENTS	43
XII. COFFEE SUPPLIES	43
ARTICLE FIVE: LEAVE POLICIES	44
I. HOLIDAYS	44
A. ANNUAL HOLIDAY LEAVE	44
B. OFFICIAL PAID HOLIDAYS FOR UNIT EMPLOYEES	44
C. UNUSED HOLIDAY LEAVE TIME	45
D. USE OF HOLIDAY LEAVE	45
UNIT EMPLOYEES MAY TAKE HIS/HER UNUSED HOLIDAY LEAVE TIME AS APPROVED BY POLICE MANAGEMENT WITH DUE REGARD TO THE SERVICE NEEDS OF THE CITY AND THE NEEDS OF THE UNIT EMPLOYEE	45
E. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY	45
F. HOLIDAYS OCCURRING DURING VACATION PERIOD	45
G. HOLIDAYS AND SICK LEAVE USE	45
H. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY LEAVE UPON TERMINATION	46
I. DECEMBER 24-CHRISTMAS EVE/DECEMBER 31- NEW YEAR’S EVE	46
II. VACATION LEAVE	47
A. VACATION LEAVE ACCRUAL	47
B. VACATION LEAVE EARNED	47
C. APPROVAL OF VACATION LEAVE REQUESTS	47
D. NO VACATION TAKEN PRIOR TO ACCRUED	48
E. LIMITATIONS ON VACATION LEAVE	48
F. PAYMENT ON TERMINATION, LAYOFF, OR DEATH	48
G. VACATION CASH-OUT IN LIEU OF GRANTING VACATION	48
III. SICK LEAVE	48
A. PURPOSE OF SICK LEAVE	48
B. SICK LEAVE ACCRUAL RATE	49
C. 50% CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE	49

TABLE OF CONTENTS

D. NO CASH-OUT OF ACCUMULATED SICK LEAVE BANK AT TERMINATION50
E. CASH OUT OF 50% ANNUAL SICK LEAVE ACCRUAL AT TERMINATION50
F. USE OF SICK LEAVE50
G. ABUSE OF SICK LEAVE51
H. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS51

IV. ADMINISTRATIVE LEAVE – EXECUTIVE/MANAGEMENT 51
A. ELIGIBILITY51
B. LIMITATIONS51

V. PERSONAL BUSINESS LEAVE 52
A. SICK LEAVE WITH PAY-UP TO TWO (2) WORKING DAYS PER CALENDAR YEAR.....52
B. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE52
C. LIMITATIONS52

VI. WORK RELATED DISABILITY 52
A. POLICY52

VII. SICK LEAVE WITHOUT PAY 53
A. POLICY53
B. LIMITATIONS53

VIII. TEMPORARY MODIFIED WORK 53
A. ELIGIBILITY53
B. LIMITATIONS53
C. APPLICATION AND ACCEPTANCE54
D. OUTSIDE EMPLOYMENT54
E. FINAL DECISION.....54

IX. BEREAVEMENT LEAVE 54
A. POLICY54
B. IMMEDIATE FAMILY54
C. VERIFICATION.....55

X. JURY DUTY 55
A. POLICY55

XI. MILITARY LEAVE 55
A. POLICY55
B. COMPENSATION.....55
C. EXTENDED BENEFITS – WAR ON TERRORISM56

XII. MILITARY FAMILY LEAVE 56
A. POLICY56
B. NEW QUALIFYING REASON FOR LEAVE56
C. NEW UNPAID LEAVE ENTITLEMENT.....56

XIII. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA) 57
A. PURPOSE57
B. ELIGIBILITY FOR FMLA AND CFRA57
C. EMPLOYEE RIGHTS UNDER FMLA58
D. APPROVAL PROCESS FOR FMLA58

TABLE OF CONTENTS

E. PRIVACY UNDER FMLA58
 F. USE OF ACCRUALS WHILE ON FMLA59
 G. EXPIRATION OF FMLA59

XIV. PREGNANCY DISABILITY LEAVE (PDL) 59

XV. VOTING LEAVE 60

XVI. SCHOOL ACTIVITY LEAVE 60
 A. POLICY60
 B. LIMITATIONS/RIGHTS.....61

XVII. LEAVE OF ABSENCE WITHOUT PAY 61
 A. POLICY61
 B. LIMITATIONS61

XVIII. ABSENCE WITHOUT PAY 61
 A. POLICY61
 B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION61

XIX. EMPLOYEE DEATH – ACCUMULATED ELIGIBLE LEAVE TIME BENEFITS PAID TO SPOUSE OR ESTATE 62

ARTICLE SIX: WORKING CONDITIONS..... 63

I. AMERICANS WITH DISABILITIES ACT (ADA) 63
 A. ACCOMMODATIONS63
 B. ADA COMPLIANCE63
 C. ACTIONS TAKEN NOT GRIEVABLE63

II. RESIGNATION 63

III. EMPLOYEE INCARCERATED – UNABLE TO REPORT TO WORK 64
 A. NON-PAY STATUS64
 B. USE OF ACCUMULATED LEAVE64
 C. NO USE OF SICK LEAVE64

IV. CITY DRESS CODE 64
 A. RIGHT TO SET DRESS CODE.....64
 B. POLICE DEPARTMENT UNIT EMPLOYEES.....65

V. CITY ADMINISTRATIVE POLICIES 65
 A. POLICIES65
 B. SUBJECTS.....65
 C. ADDITIONAL ADMINISTRATIVE POLICIES65

VI. POLICE DEPARTMENT SUBSTANCE ABUSE POLICY 65
 A. POLICIES65
 B. RANDOM DRUG TESTING.....66
 C. DETAILS66

VII. SPECIAL EVENTS 66
 A. PREFERENCE.....66
 B. PROCEDURES.....66

TABLE OF CONTENTS

SUCH ASSIGNMENTS SHALL BE MADE IN ACCORDANCE WITH PROCEDURES ESTABLISHED BY THE CHIEF OF POLICE.
.....66

VIII. SENIORITY SHIFT BID POLICY 66

A. SENIORITY - POLICE MANAGEMENT66

B. REASSIGNMENT66

C. LIMITATIONS67

D. POLICE MANAGEMENT – RIGHT TO TRANSFER67

ARTICLE SEVEN: GRIEVANCE PROCEDURE 68

I. GRIEVANCE PROCEDURE 68

A. SCOPE AND LIMITATIONS.....68

B. SCOPE AND LIMITATIONS.....68

C. PROCEDURE68

ARTICLE EIGHT: GENERAL PROVISIONS..... 71

I. TERM OF MEMORANDUM OF UNDERSTANDING 71

II. EMERGENCY WAIVER 71

III. SEVERABILITY PROVISION 71

IV. CIVIL SERVICE RULES AND REGULATIONS/CITY POLICY 71

V. FULL AGREEMENT AND IMPLEMENTATION 72

A. FULL AGREEMENT – WAIVER OF MEET AND CONFER.....72

VI. CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS 72

A. NO STRIKES/JOB ACTION72

B. ASSOCIATION RESPONSIBILITY.....72

ARTICLE NINE: RATIFICATION..... 73

I. RATIFICATION 73

A. ACKNOWLEDGEMENT.....73

B. MUTUAL RECOMMENDATION.....73

C. RATIFIED – PENDING CITY COUNCIL APPROVAL73

ARTICLE TEN: IMPLEMENTATION 74

IMPLEMENTATION 74

ARTICLE ELEVEN: EXECUTION OF NEW AGREEMENT 75

EXECUTION OF NEW AGREEMENT 75

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF HUNTINGTON PARK, CALIFORNIA
AND
THE HUNTINGTON PARK POLICE MANAGEMENT ASSOCIATION (HPPMA)**

ARTICLE ONE:

EMPLOYEE AND EMPLOYER RIGHTS

I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING^[m1]

This Memorandum of Understanding, hereinafter called the "MOU" is made by and between the City of Huntington Park, California, hereinafter called the "City" and the Huntington Park Police Management Association, hereinafter called "HPPMA" or "Association" representing the full-time, management, sworn police safety classified employees of the City. This MOU is made pursuant to the California Government Code Section 3500, et seq. and the City's Employer-Employee Relations Resolution 69-76 as amended.

II. RECOGNITION FULL-TIME GENERAL CLASSIFIED EMPLOYEES^[m2]

The City hereby recognizes HPPMA as the exclusive representative of the full-time, sworn police management employees, comprised of Police Lieutenants and Police Captains employees, as amended, and attached hereto, pursuant to the City's Employer-Employee Relations Resolution No. 69-76, as amended, generally referred to and hereinafter called "HPPMA," "Police Management Association" or "Unit Employees."

III. BARGAINING UNIT CHANGES

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

IV. NONDISCRIMINATION^[m3]

A. POLICY

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

ARTICLE ONE

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

B. ASSOCIATION AGREES NOT TO DISCRIMINATE

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

V. CONFIDENTIAL EMPLOYEES – EMPLOYEE RELATIONS [m4]

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

VI. DUES/INSURANCE CHECK-OFF [m5]

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

1. Provide official payroll deductions for HPPMA dues and approved insurance and welfare plan fees (uniform in dollar amount for all unit employees) to be deducted bi-weekly by the City from the salary of each unit employee who has filed a written authorization, on the appropriate City form, that such deduction be made.

ARTICLE ONE

2. Assistance to HPPMA on a quarterly basis by identifying newly hired unit employees in the representation unit.
3. Distribution of HPPMA membership packets, if provided by the City, to newly hired unit employees in the representation unit; and
4. Inform all new hires in the representation unit that HPPMA is the employee organization designated as the representative of the employees in the unit.

VII. INDEMNIFICATION ^[m6]

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

VIII. USE OF CITY FACILITIES ^[m7]

1. Employee organizations may, with the prior approval of the Municipal Employee Relations Officer (City Manager), be granted the use of City facilities during non-work hours for meetings of unit employees provided space is available, and provided further such meetings are not used for organizational activities or membership drives of unit employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.
2. The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and bulletin boards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

IX. USE OF BULLETIN BOARDS ^[m8]

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

ARTICLE ONE

1. All materials must be dated and must identify the organization which published them.
2. The actual posting of materials will be done by the HPPMA. In the event that posted materials are, in the opinion of the department head, objectionable or interfere with the proper functioning of the department, the department head may order the material removed provided, however, the department head first discusses such removal order with the Municipal Employee Relations Officer (City Manager).
3. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to HPPMA materials.
4. If HPPMA does not abide by these rules, they will forfeit its right to have material posted on City bulletin boards.
5. The HPPMA shall be permitted to use the City's email system to communicate to its unit employees provided; however, the association and its members shall comply with the City's Information Technology Equipment Policy and other regulations as set forth by the City.

X. RIGHTS ^[m9]

A. EMPLOYEE RIGHTS

1. Unit employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment.
2. Unit employees also shall have the right to refuse to join or participate in the activities of employee organizations.
3. No unit employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of the exercise of these rights.

B. MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

ARTICLE ONE

1. To manage the city generally and to determine policies, procedures, and the right to manage the affairs of the City;
2. To determine the existence or nonexistence of facts, which are the bases of the Management decision;
3. To determine the necessity, organization, and implementation of any service or activity conducted by the City or other governmental jurisdictions, and expand or diminish services;
4. To determine the nature, manner, means, extent, type, quantity, quality and technology, standards, level and extent of services to be provided to the public;
5. To determine methods of financing;
6. To determine quality, quantity and types of equipment or technology to be used;
7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, organizational structure, size and composition of the work force and allocate and assign work by which the City operations and services are to be conducted;
8. To plan, determine and manage City budget which includes changes in the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including the right to contract for or subcontract any work or operation of the City;
9. To assign work to and schedule unit employees in accordance with requirements as determined by the City and to establish and change work hours, schedules and assignments;
10. To lay off unit employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive or not cost effective as determined by the City;
11. To establish and modify productivity and performance programs and standards;
12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reduce, reprimand, withhold salary increases and benefits, or otherwise discipline unit employees for cause;
13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reallocate and reclassify unit employees;

ARTICLE ONE

14. To hire, transfer, promote, reduce in rank, demote, reallocate, and terminate unit employees and take other personnel action for nondisciplinary reasons in accordance with the MOU and applicable resolutions and Codes of the City;
15. To determine policies, procedures and standards for selection, training and promotion of unit employees;
16. To establish unit employee performance standards, including quality and quantity standards, and to require compliance therewith;
17. To maintain order and efficiency in its facilities and operations;
18. To establish and promulgate and/or modify rules and regulations, policies and procedures related to productivity, efficiency, conduct, safety, health and order in the City and to require compliance therewith;
19. To restrict the activity of an employee organization on City property and on City time except as set forth in the Employer-Employee Relations Resolution;
20. To take any and all necessary steps and actions to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or other time deemed necessary by the city not specified above.

C. IMPACT ON MANAGEMENT RIGHTS

1. The City agrees to meet and confer with the HPPMA, except in cases of emergencies defined in the MOU, over the exercise of a Management right which has significant impact upon the wages, hours, and terms and conditions of employment of unit employees.
2. Notwithstanding the above, if the proposed changes impact "Terms and Conditions of Employment" as defined by State Law, the City shall comply with the meet and confer requirements as other required by law.
3. After meeting and conferring with HPPMA, and if needed, exhausting impasse requirements as set forth in the City's Employer-Employee Relations Resolution 69-76 as amended, nothing shall prevent the City from implementing said management right.

XI. PAID TIME OFF FOR HPPMA REPRESENTATIVES [m10]

A. RELEASE TIME

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

B. LIMITATIONS

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

ARTICLE TWO:

SALARIES AND COMPENSATION

I. SALARIES [m11]

A. SALARY ADJUSTMENTS – July 2016

Effective on the first day of the pay period which includes July 1st of 2016, all classifications in the unit shall receive a three percent (3%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule on March 3, 2014.

The HPPMA shall also have a “Parity” clause with the HPPOA unit for base salary increases only that exceed one-half a percent (0.5%) above the HPPMA’s salary increases over the 2016-2018 fiscal years. In the event that the HPPOA is granted a salary increase that exceeds one-half a percent (0.5%), that salary increase shall also be awarded to the HPPMA.

B. SALARY ADJUSTMENTS – July 2017

Effective on the first day of the pay period which includes July 1st of 2017, all classifications in the unit shall receive a three percent (3.0%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule of July 2016.

C. SALARY ADJUSTMENTS – July 2018

Effective on the first day of the pay period which includes July 1st of 2018, all classifications in the unit shall receive a two percent (2.0%) salary adjustment above their classifications current assigned salary range which was in effect in the Salary Schedule of July 2017,

The HPPMA has the option to re-open negotiations at the beginning of the third year based on the City’s improved financial status and outlook.

II. CITY’S RIGHT TO INCREASE SALARIES – RECLASSIFICATION STUDY [m12]

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

III. FIVE STEP SALARY SCHEDULE ^[m13]

Step 1

- a) Shall be the entry level step for new unit employees in all classifications unless otherwise another step is approved by the City Manager.
- b) The City Manager may appoint a new employee to the maximum salary for the class if he/she determines that the candidate is exceptionally qualified or there has been difficulty in recruiting.
- c) A unit employee must serve at least six (6) months of satisfactory job performance in Step 1 to be eligible to advance to Step 2.

Step 2

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

Step 3

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

Step 4

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

Step 5

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

IV. STEP INCREASES – BASED ON MERIT

A. NOT AUTOMATIC

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

B. BASED ON MERIT

All increases shall be based on merit as established by record of the unit employee's performance with at least a satisfactory job performance rating.

V. PROBATIONARY PERIOD [m14]

A. LENGTH OF PROBATIONARY PERIOD

1. All unit employees including all lateral transfers and except, demotions and promotions, shall serve a probationary period of twelve (12) full calendar months.
2. The probationary period may be extended by the approval of the Chief of Police and City Manager for the length of time of the total approved leave time taken (paid leave time or protected non pay leave time) taken during the unit employee's probationary period.

B. "AT WILL" STATUS

1. During the probationary period, a unit employee serves as an "at will" status and may be dismissed with or without cause and with or without notice.
2. If a promoted unit employee fails their probationary period, they shall return to their former classification they held as permanent employee prior to the promotion, unless he/she is dismissed from the City service in the manner provided in Civil Service Rules and Regulations as amended and the personnel rules and regulations.

C. PROMOTIONS

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

VI. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION [m15]

A. REDUCTION OF UNIT SALARY RANGE

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

B. INCREASE OF SALARY RANGE OR CLASSIFICATION

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

C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE

1. Any unit employee voluntarily transferred or demoted to a classification where a lower salary range is assigned shall be placed at a salary step in a lower salary range which is closest to the unit employee's salary step immediately prior to such voluntary transfer or demotion.
2. Upon such transfer or demotion, such unit employee shall be entitled to annual increases as authorized for their new classification as a salaried full-time employee.

D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE

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

VII. ANNIVERSARY DATE [m16]

A. DATE OF INITIAL HIRE

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

B. LIMITATIONS [CM17]

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

VIII. EQUIVALENT BIWEEKLY, MONTHLY AND ANNUAL RATE [m18]

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

IX. FREQUENCY OF PAYCHECK ISSUANCE [m19]

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

X. PAYROLL WITHHOLDING CHANGES [m20]

1. Unit employee must submit any changes in payroll withholdings at least fourteen (14) calendar days in advance of the implementation of said withholdings.
2. If a unit employee, due to an emergency situation, requests to have withholding to be effective in less than fourteen (14) calendar days, they may appeal to the City's Personnel Supervisor who may grant or deny employees request.

XI. VOLUNTARY 457 DEFERRED COMPENSATION PLAN [m21]

A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

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

B. PLAN DOCUMENTS AND RULES

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

C. CHANGING YOUR CONTRIBUTION

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

D. LIMITATIONS

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

XII. ACTING PAY [m22]

A. ELIGIBILITY

1. Any unit employee who is required in writing to, and does act and perform duties included within a vacant higher classification and which are broader than the specifications governing such employee’s position shall be eligible for acting pay upon written approval by corresponding department head and the City Manager.
2. To be eligible, the unit employee must have actually worked in the acting higher classification a minimum of five (5) consecutive scheduled work days, including official paid holidays.
3. To be eligible, the unit employee who is a supervisor must actually work in the acting classification a minimum of seven (7) consecutive scheduled work days or fifty-six (56) consecutive scheduled working hours, including paid holidays.

B. COMPENSATION

1. A unit employee approved for acting pay:
 - Shall be paid the hourly rate for the acting classification which is a minimum of five percent (5%) above the current base salary of the employee’s permanent position, or Step “1” of the acting classification whichever is greater; and
 - Shall in no instance be entitled to be paid more than Step “5” of the acting classification.

ARTICLE TWO

2. During that period of acting service a unit employee shall be paid at the acting pay rate when off on an official City holiday or sick leave, and
3. A unit employee working overtime or call back during acting assignment shall be paid at the acting pay rate for such time.
4. A unit employees receiving acting pay as set forth above shall continue to receive the benefits associated with his/her permanent position and not the benefits associated with the acting position.

C. LIMITATIONS

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

XIII. BILINGUAL PROGRAM ^[m23]

A. PURPOSE

1. The purpose of the Bilingual Program is to provide linguistic assistance for non-English speaking person(s) who represent a large segment of the community.
2. The service is provided through certain selected unit employees who have been certified as proficient in a designated foreign language which is regularly utilized in providing services to the community.

B. QUALIFICATION

1. Unit employees that deal with the public and are in designated classes eligible to serve as a bilingual translator and pass a test given by the City to be certified to qualify.
2. The Human Resources Department will conduct the proficiency tests, as needed, in designated language.
3. The Human Resources Department will then certify an eligible list of qualified bilingual translators so certified to perform technical bilingual skills including reading, writing, and translation.

C. COMPENSATION

Eligible certified unit employees shall receive compensation in the amount of One-Hundred Seventy-Five (\$175.00) dollars per month above their base salary.

XIV. POLICE P.O.S.T. MANAGEMENT CERTIFICATE

A. PURPOSE

1. The purpose of the Police POST Management Certificate program is to motivate Police Management to achieve higher educational and professional law enforcement-related standards by obtaining a Bachelor's Degree or higher in Administration of Justice, Public Administration, Political Science, Business Administration, or a closely related field as approved by Chief of Police and City Manager from an accredited college or university.
2. Additionally, this program is predicated upon combination of appropriate education training and experience, as established by standards set forth by POST to achieve a POST Management Certificate.

B. ELIGIBILITY

1. All current unit employees who qualify for POST Management Certificate prior to July 1, 2009 shall be "grandfathered" and be eligible to receive POST Management Pay.
2. On or after July 1, 2009 all unit employees eligible to receive POST Management Pay must have earned both POST Management Certificate and a Bachelor's Degree in Administration of Justice, Public Administration, Political Science, Business Administration or a closely related field as approved by Chief of Police and City Manager from an accredited college or university.

C. COMPENSATION

1. Effective July 1, 2009, eligible Police Management employees, as set forth in "B" above, who have earned a Bachelor's Degree or higher in appropriate fields and obtained a POST Management Certificate awarded by the Commission on Peace Officers' Standards and Training (POST) shall receive Police Management POST pay of: Police Lieutenants - Five-

ARTICLE TWO

Hundred dollars (\$500); Police Captains – Five-Hundred and Fifty dollars (\$550).

2. Effective July 1, 2010, eligible Police Management employees, as set forth in “B” above, who have earned a Bachelor’s Degree or higher in appropriate fields and obtained a POST Management Certificate awarded by the Commission on Peace Officers’ Standards and Training (POST) shall receive Police Management POST pay of: Police Lieutenants - Five-Hundred Fifty dollars (\$550); Police Captains – Six-Hundred dollars (\$600).

POST MANAGEMENT CERTIFICATE	
CLASSIFICATION	Effective 7/1/10 per month
Police Lieutenant	\$550
Police Captain	\$600

D. LIMITATIONS

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

XV. POLICE MANAGEMENT EDUCATIONAL INCENTIVE PROGRAM

A. PURPOSE

1. The purpose of the Police Management Educational Incentive program is to motivate Police Management to achieve higher educational and professional law enforcement related standards by obtaining an Associate’s Degree or higher in Administration of Justice, Public Administration, Political Science, Business Administration, or a closely related field as approved by Chief of Police and City Manager from an accredited college or university.

B. ELIGIBILITY

1. On or after July 1, 2016, all current unit employees who qualify for Police Management Educational Incentive Pay must have earned at least an Associate's Degree in Administration of Justice, Public Administration, Political Science, Business Administration or a closely related field as approved by Chief of Police and City Manager from an accredited college or university.

C. COMPENSATION

1. Effective July 1, 2016, eligible Police Management employees, as set forth in "B" above, who have earned an Associate's Degree or higher in appropriate fields shall receive Police Management Educational Incentive pay as follows:

EDUCATIONAL INCENTIVE	
DEGREE	Effective 7/1/16 per month
Associate's Degree	2%
Bachelor's Degree	3%
Master's Degree	4%

D. LIMITATIONS

1. This extra compensation shall be awarded only for the highest achieved degree as specified in the above section.
2. Employees must successfully conclude their probationary period to be eligible to receive Educational Incentive Pay.

XVI. LONGEVITY PAY

A. PURPOSE

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

B. EFFECTIVE

Effective July 1, 2008, the Longevity Pay Program shall continue through the life of the MOU with all eligible unit employees continuing to receive Longevity Pay Flat Rate compensation as set forth in the following.

C. COMPENSATION

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

LONGEVITY PAY	
CLASSIFICATION	Effective 7/1/10 per month
Police Lieutenant	\$600
Police Captain	\$600

D. LONGEVITY PAY/EPMC

It is understood that the Longevity Pay for Police Lieutenants and Police Captains in total value is less than Police Sergeants because Police Lieutenants and Police Captains have the significant additional benefit of having their nine percent (9%) Employer Paid Member Contribution (EPMC) included as part of their CalPERS Final Year retirement compensation.

XVII. QUARTERLY RANGE PAY

A. REQUIRED TO ATTEND RANGE QUALIFICATION

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

B. PERISHABLE SKILLS TRAINING

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

XVIII. TEMPORARY ASSIGNMENTS

A. LIMITATIONS [m24]

All assignments and assignment pays, skill pays and additional compensation including but not limited to those reference herein (i.e., acting pay, bilingual pay) above are:

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

B. NOT ENTITLED TO ADMINISTRATIVE APPEAL

1. Unit employees assigned to these and other extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons; if such a transfer occurs, the unit employee shall not be entitled to an administrative appeal unless the unit employee alleges the transfer was for punitive or discipline reasons.
2. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento (1976) 31 Cal.3d 676*, unless the removal is imposed for disciplinary or punitive purposes.

ARTICLE THREE:

WORK PERIODS, SCHEDULES AND OVERTIME

I. ESTABLISHING AND POSTING WORK SCHEDULES [m25]

1. The City shall establish work schedules for unit employees. The work schedule shall specify the days of the week and the daily starting and quitting times.
2. Work schedules shall be posted by the City in such a manner so all unit employees may be aware of the work schedule.

II. WORK PERIODS – UNIT EMPLOYEE [m26]

A. SEVEN (7) DAY WORK WEEK

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

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

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

III. WORK SCHEDULES/WORK SHIFTS

A. CITY WORK SCHEDULES

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

1. 5/40 Work Schedule [m27]

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

ARTICLE THREE

2. 4/10 (Weekdays) Work Schedule [m28]
 - a) The weekdays 4/10 work shift shall consist of two (2) shifts (Day shift, Swing shift).
 - b) Weekday shift will cover Monday through Thursday or Tuesday through Friday.
 - c) The weekday shifts shall consist of four (4) ten (10) hour shift per week.

3. 3x13.0;13.50;13.50 (Weekends) "Hybrid" Work Schedule :
 - a) The weekend: Saturday and Sunday 13.5 hours each; Monday 13.0 hours work shift shall consist of two (2) fully staffed shifts and one (1) cover shift (Dayshift, Cover shift, or Graveyard).
 - b) The weekend work shift will cover Saturday through Monday.
 - c) Upon elimination of the "Hybrid" work schedule, if ever, the work schedule shall revert back to a 4/10 work schedule

IV. PUNCTUALITY/TARDINESS [m29]

A. POLICY

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

B. NO PAY FOR TARDINESS

Any unapproved tardiness time that is seven (7) minutes or more from the unit employee assigned work starting time shall not be paid and therefore shall be "Docked" for the time so tardy in increments of 15 minutes or more.

C. NO USE OF LEAVE TIME BENEFITS

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

ARTICLE THREE

D. DISCIPLINARY ACTION

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

V. OVERTIME ^[m30]

A. POLICY

It is policy of the City that overtime work is to be discouraged. All overtime work must be approved in advance by the Chief of Police or designee. Whenever the public interest or necessity requires it, the Chief of Police or designee may require any unit employee in such department to perform overtime work. Overtime work must be approved and properly reported on the time cards/sheets.

B. UNIT EMPLOYEES – 40 HOURS PER 7 DAY WORK PERIOD ^[m31]

Full-time unit employees who work in excess of 40 hours in their assigned seven-day work period, who are required to work in excess of their regularly scheduled forty (40) hour work week, shall be paid overtime at one and one-half (1½) times their hourly rate for all hours worked in their work period in excess of forty (40) hours, except as provided below.

C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME ^[m32]

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

D. APPROVAL OF OVERTIME ^[m33]

All overtime must be approved in advance by the Chief of Police or designee.

E. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE ^[m34]

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

ARTICLE THREE

2. Time so worked of less than seven (7) minutes of an hour shall be considered incidental and shall not be credited.
3. Time worked in excess of seven (7) minutes shall be rounded up to fifteen (15) minutes for overtime credit.

F. REGULAR DAY OFF WORKED ^[m35]

Unit employees required to work on a regularly scheduled day off shall receive overtime pay at their regular rate of pay for hours actually worked. The hours so worked shall not be credited towards the base hours of a work period for purposes of establishing any basis for overtime or other purposes.

G. REGULAR HOURLY RATE OF COMPENSATION ^[m36]— **40 HOUR WORKWEEK**

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

H. HOURS WORKED FOR OVERTIME – USE OF HOLIDAYS, VACATION TIME, AND COMPENSATORY TIME ^[m37]

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

VI. TIME WORKED

A. TIME WORKED – 7 DAY WORK PERIOD

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

1. Leave of absence taken for sick leave or IOD.
2. All travel time to work and returning home in either personal or City vehicle.
3. All time in off-duty training assignments (Homework, study time, mealtime, sleep time, etc.) except as otherwise provided by this agreement.
4. All off-duty travel to training sites and returning home, except as otherwise provided for by this agreement.
5. All time putting on/taking off uniforms, unless required by law.
6. All time for personal preparation and clean up.
7. All off-duty time spent in vehicle and/or, equipment.
8. All time worked for which unit employees have already been paid at one and one-half (1 ½) times their regular rate of pay within their 40 hour work period.
9. All time assigned on standby assignment and/or assigned electronic recall devices.
10. Any time not authorized as work time.
11. Any time spent by unit employees in an Employee Wellness Program (EAP)

VII. WORK TIME/NON-WORK TIME – OUT OF TOWN TRAVEL AND TRAINING TIME ^[m38]

A. ADVANCED APPROVAL

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

ARTICLE THREE

B. ONE DAY TRAVEL TRIPS

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

C. OVERNIGHT TRIPS

1. On Overnight Trips the unit employee's normal hours of work shall exclude meal time and sleep time. The City shall count as time worked either the time spent driving or the time it would have taken on the public transportation, if the employee is offered public transportation and chooses to travel by automobile.
2. Any trip or training time not authorized by the Chief of Police or designee is not treated as time worked if all of the following criteria are met:
 - a) Attendance is outside the employee's normal working hours;
 - b) Attendance is voluntary;
 - c) The training course is not directly related to the unit employee's job;
and
 - d) The unit employee does not perform any significant job related work while in attendance.
3. If a unit employee voluntarily attends a conference, seminar, a school, college, university, or trade school after hours, the time is not considered as time worked even if the City contributes any incidental expenses. A unit employee's voluntary training for another job or training to add new or additional skills is not considered as directly related to the unit employee's job.

D. TRAINING DAY OCCURS ON EMPLOYEE WORK DAY

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

VIII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES [m39]

A. BREAK-REST PERIOD SCHEDULING

1. Break-rest periods are scheduled and/or rescheduled by the Chief of Police or designee so as not to impair service and as job requirements dictate.
2. Unit employees may receive:
 - Two (2) paid break-rest periods of fifteen (15) minutes each for each scheduled work day actually worked; and
 - One (1) paid break-rest period of fifteen (15) minutes for each four (4) consecutive hours of overtime worked.

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

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

C. LIMITATIONS

1. Break-rest periods are non-cumulative and shall not be added to any meal time, vacation, or any other form of authorized absence from work, unless authorized by Chief of Police or designee.
2. Break-rest periods may not be used within the first or last two (2) hours of the scheduled work period or the end of a work shift unless authorized by the Chief of Police or designee.
3. Break-rest periods must be earned as any other benefit and are computed at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof

IX. MEAL TIME [m40]

A. MEAL TIME SCHEDULING

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

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

1. The normal paid meal time shall be one-half (½) hour in duration.
2. In no case will paid meal time be permitted to exceed one (1) hour, unless approved by the Chief of Police or designee.

C. LIMITATIONS

1. Meal time is non-cumulative and shall not be added to any break-rest time, vacation, or any other form of authorized absence from work, unless authorized by the Chief of Police or designee.
2. Meal time may not be used at the beginning or the end of a work shift unless authorized by the Chief of Police or designee.
3. All meal time taken is considered on-duty subject to call for both sworn and non-sworn unit employees.

X. CALL BACK PAY (UNSCHEDULED) ^[m41]

A. PURPOSE

1. Call-back work is unscheduled time worked performed by an off-duty unit employee called-back to work after they have completed their regular work schedule and have left the work area or are on their day off.
2. The City shall, when possible, make available to qualified unit employees an equitable distribution of call-back pay within their assigned section.

B. COMPENSATION

1. The unit employee eligible for Call-back pay as set forth in this section and if their actual Call-back time is two and three quarters (2 ¾) hours or less they shall be compensated a minimum guarantee of four (4) hours of straight time pay.
2. If the unit employee eligible for Call-back pay as set forth in this section and if the actual Call-back time is more than two and three quarters (2 ¾) hours, they shall be compensated at time and one-half (1.5) at their regular rate of pay for all hours worked on their Call-back assignment.

C. LIMITATIONS

1. Off-duty shall not mean any overtime or thirty (30) minutes from the beginning of a regular assigned work shift.
2. The four (4) hour minimum shall not apply if the unit employee is called-in prior to the unit employees regular schedule work period and instead shall receive overtime pay at one and one-half (1.5) times the unit regular rate of pay.
3. Another call back during the original or initial four (4) hour period shall not be treated as a new call back and shall not require a new four (4) hour minimum and all such subsequent call back, shall be for actual hours worked plus reasonable travel time. In this event, the unit employee shall be paid for the actual time worked.

XI. ON-CALL DUTY PAY

A. DEFINITION

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

1. Be ready to respond immediately to a call for service;
2. Be readily available at all hours by telephone, pager or other communication equipment; and
3. Refrain from activities that might impair his/her assigned duties upon call;
4. With the approval of the City Manager, the Chief of Police or designee may assign a unit employee or group of unit employees to Standby Duty.

B. ASSIGNMENT

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

C. COMPENSATION

1. Unit employees who are assigned by the Chief of Police or designee to On-Call duty shall receive One-Hundred Seventy-Five Dollars (\$175.00) per week for On-Call duty.
2. Where an assignment is for less than a full week the allowance will be prorated based on the period assigned to On-Call duty.
3. If called to duty while on On-Call duty, the unit employee shall be compensated in accordance with the applicable Call-Back policy and the On-Call allowance shall not be interrupted.

D. NOT ELIGIBLE FOR ON-CALL PAY

1. It is agreed that other unit employees may have a responsibility to respond to paging or phone messages, and if contacted may be ordered to respond under the Call-Back provisions of the MOU, but are not required to On-Call under the terms of this Agreement.
2. The use of pagers, cell or other communication device is voluntary unless the employee is placed in On-Call assignment.

XII. ASSIGNMENT OF OVERTIME ^[m42]

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

XIII. COMPENSATORY TIME ^[m43]

A. ELIGIBILITY

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

B. AUTHORIZATION

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

ARTICLE THREE

C. ACCUMULATION OF COMPENSATORY TIME BANK

1. Compensatory time will be accumulated on the basis of one-and-one-half (1 ½) hours for each one (1) hours worked in excess of the scheduled workday or workweek.
2. The maximum number of compensatory hours that may be accumulated is eighty (80) hours at the straight time hourly rate (53.33 comp time hours x 1.5 = 80 hours), which may be carried until the end of the fiscal year and used as time off, or which may be paid to the unit employee upon separation from service for any reason.
3. Effective July 1, 2009, the maximum number of compensatory hours that maybe accumulated is one-hundred (100) hours at the straight time hourly rate (66.67 compensatory time hours x 1.5 + 100 hours) which may be paid to the unit employee upon separation from service for any reason.
4. Once the maximum has been accumulated, any additional compensatory overtime accrual submitted through payroll will be automatically paid to the unit employee on the succeeding paycheck.
5. For time earned from July 1 through June 30 of each Fiscal Year, the unit employee must request in writing the option to carry over all or partial of their accumulated unused Compensatory Time, if any. The remaining compensatory time off balance shall be paid out the first pay period in the new fiscal year.

D. SCHEDULING AND USE OF COMPENSATORY TIME

1. The scheduling of compensatory time off shall be handled the same as the scheduling of vacation time off.
2. Accumulated compensatory time may be utilized as paid leave on a straight time hour for hour basis at the mutual convenience of management and the unit employee.
3. All compensatory time utilized as paid leave by a unit employee shall be debited from the unit employee's compensatory time bank.

E. PAY OUT OF COMPENSATORY TIME UPON TERMINATION FROM SERVICE

In the event of termination from the City for any reason, the unit employee shall be entitled to cash payment of one-hundred percent (100%) of an accumulated

ARTICLE THREE

unused compensatory time at termination paid at the unit employee's straight time base hourly rate, including POST pay, if any.

XIV. COURT TIME PAY

A. COMPENSATION

1. The Unit employees required to attend court sessions outside their regular scheduled duty work shift and if they are in court two and three quarters (2³/₄) hours or less they shall be compensated a minimum guarantee of four (4) hours at straight time pay.
2. If the unit employee is in court session outside their regular schedule duty work for more than two and three-quarters (2³/₄) hours they shall be compensated at time and one-half (1.5) at their regular hourly pay rate for all hours spend in their court duty assignment that day.

B. REQUIREMENT

1. Unit employees required to make court appearances shall clock in with subpoenas while first arriving at station or court house and punch out the subpoena when the officer concludes their court appearance of that day is concluded.
2. On-Call subpoenas are considered court appearance subject to this section.
3. If the unit employee voluntarily elects to go "On-Call" court and does not physically appear, it is understood they do not receive court time compensation, except as set forth in this section.

ARTICLE FOUR:

SUPPLEMENTAL BENEFITS

I. RETIREMENT

A. CalPERS RETIREMENT BENEFITS ^[m44]

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

Government Code Section	Benefit
20042	<u>One Year Final Compensation:</u> Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
20055	<u>Prior Service Credit:</u> Unit employees may be eligible to purchase prior service credit.
20124	<u>Military Service Credit as Public Service:</u> Unit employees may elect to purchase up to four (4) years of service credit.
20965	<u>Credit for Unused Sick Leave:</u> Unit employees may be eligible to convert unused sick leave hours at time of retirement to additional service time.
21329	<u>Two percent (2%) COLA:</u> Beginning the 2 nd calendar year after the year of retirement, retirement and survivor allowances will be adjusted annually on a compound basis of two percent (2%); the adjustment may not be greater than the change in the CPI.
21354	<u>2% @ 55 for Local Miscellaneous Members:</u> Base retirement plan of two percent (2%) at age 55 for all eligible unit employees.
21362.2	<u>3% @ 50 for Safety Members:</u> Base retirement plan of three percent (3%) at age 50 for all eligible unit employees.
21551	<u>Death Benefit Continues:</u> Provides that death benefits paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry.
21574	<u>Fourth Level of 1959 Survivor Benefit:</u> Benefits are paid monthly to certain survivors of a unit employee who dies before retirement.
21620	<u>Retired Death Benefit \$500:</u> Upon the death of a retiree, a one-time lump sum payment of five-hundred dollars (\$500) will be paid to the retiree's designated survivor(s), or to the retiree's estate.
21624 and 21626	<u>Post Retirement Survivor Allowance:</u> Provides surviving spouse fifty percent (50%) of the amount of retirement allowance, dependent on option choices, as it was at time of death of retiree.

B. ESTABLISHMENT OF TWO-TIER RETIREMENT FORMULA FOR SAFETY EMPLOYEES ^[m45]

1. New Safety (Sworn) employees hired after ratification of this contract will be enrolled in the base retirement program 3%@55 for Safety Members formula. For purposes of this section, "New Safety (Sworn) employees" means a newly hired employee from outside the police department and/or City.

C. CITY PAYMENT – EMPLOYEE'S CalPERS RATE ^[m46]

1. The payment of the sworn unit employee nine percent (9%) CalPERS employee rate by the City shall be PERSable and shall be included in any retirement compensation for unit employees. This benefit is known as Employer Paid Member Contribution (EPMC).

D. EMPLOYEE CONTRIBUTION TOWARDS CALPERS RETIREMENT ^[m47]

1. Effective July 1, 2013, Safety members agree to pay 9% of the CalPERS employer share.
2. This total contribution will be used solely to fund CalPERS retirement.

II. HEALTH INSURANCE

A. HEALTH INSURANCE – CalPERS MEDICAL PLANS ^[m48]

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

B. HEALTH INSURANCE – CITY CONTRIBUTION

1. The City shall contribute on behalf of each unit employee an amount equal to 100% of the cost of the employee's insurance plan (i.e. Employee Only, Employee plus One Dependent, Employee Plus Two or more Dependents) not to exceed the cost of the respective plan of the Kaiser Permanente (HMO)-Los Angeles Region Plan available through (PEMHCA).
2. Effective once during each fiscal year, at the time rate changes are implemented by CalPERS, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One

ARTICLE FOUR

Dependent, Employee Plus Two or More Dependents) in the amount not to exceed one-hundred percent (100%) of the respective plan of the Kaiser Permanente (HMO) – Los Angeles Region Plan.

III. RETIREE HEALTH INSURANCE

A. ELIGIBILITY

A unit employee who subsequently retires from the City of Huntington Park and who qualify as set forth in the following shall receive the following retiree Health Insurance Benefits upon official retirement from the City of Huntington Park.

B. RETIRED HEALTH INSURANCE BENEFIT ^[m49]

1. All unit employees who officially retire from the City of Huntington Park with at least five (5) years of full-time service with the City of Huntington Park, the City shall pay one-hundred percent (100%) of the maximum level of the City's contribution based on the Basic Kaiser Permanente – L.A. Area Region monthly health premium for those eligible retired unit employees under the California Public Employee's Medical and Hospital Care Act or other health insurance and all other form of health insurance for these retired employees and their dependents.
2. Effective January 1, 2011, for retired unit employees who are eligible for Medicare, the City's contribution shall be solely based upon Kaiser Permanente – L.A. Area Region Supplement/Managed Medicare monthly health premium or the Combination of both Basic (meaning non-Medicare basic medical coverage) and the Kaiser Medicare monthly health premium.
3. The City agrees to defend and indemnify and hold harmless the PMA against all claims and/or other forms of liability arising from provisions of Article Four, Section III, B-2 of this MOU.
4. These qualifying requirements shall be waived for unit employees who retire from City service on an Industrial Disability Retirement.

C. RETIRED HEALTH INSURANCE BENEFIT FOR EMPLOYEES HIRED AFTER RATIFICATION OF THIS CONTRACT AND ONCE CALPERS CONTRACT IS AMENDED. ^[m50]

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

ARTICLE FOUR

section, "New Employees Hired" means a newly hired employee from outside the police department and/or City.

2. The City will establish a Health Savings Account (HSA) by July 1, 2014 for employees hired after July 1, 2012. Contributions into the HSA will be solely the employee's responsibility.

IV. HEALTH INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON-PERSABLE) ^[m51]

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

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

1. For these medical plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - Individual coverage; or
 - One (1) employee may select a plan and list the spouse as a dependent.
2. A unit employee who is covered as the dependent of a City employee in the City plan is eligible for single-party rate "opt-out" compensation.
3. Unit employees may not both insure each other or the same dependents.

B. PROOF OF COVERAGE/WAIVE CITY LIABILITY

1. Unit employees electing to cancel City health insurance coverage for themselves and all eligible family members must provide proof.
 - a) The unit employee is not receiving Medicare or Medical
 - b) The unit employee must sign a document stating his/her desire to waive their City medical insurance coverage.
 - c) The unit employee has coverage through another (non-City) benefit plan end year prior to open enrollment (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City's health insurance plan.

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

1. Unit employee's electing to opt out will receive the taxable cash (non-PERSable) value of one-half (1/2) of the monthly medical premium rate for which the unit employee would have qualified had the qualified unit employee not "opted-out" payable in two equal amounts and added to the first and the next subsequent paycheck of each month and is non-PERSable compensation.
2. If, for any reason, CalPERS determines that unit employees may not "opt out", this program becomes null and void.

D. RE-ENROLLMENT IN CITY HEALTH INSURANCE PLAN

1. After electing this provision, a unit employee and their dependent who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier. Coverage will commence per the plan document.
2. A qualifying event shall be defined as set forth in the PERS medical plan, a copy of which is available to unit employees in the Human Resources Department.

V. DENTAL INSURANCE [m52]

A. BENEFITS – DELTA CARE/PMI PLAN

1. Benefits – Delta Preferred Option Plan (DPO). The City shall pay the full monthly premium up to the Employee Plus Two or More Dependents, on a monthly basis.
2. Effective once during each fiscal year, at the time rate changes are implemented, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for the Delta Preferred Option (DPO) monthly premium.

B. DENTAL INSURANCE BENEFITS – LIMITATIONS

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

VI. LIFE INSURANCE [m53]

A. BENEFIT

1. The City shall pay the full monthly premium for unit employees for Term Life Insurance Group coverage of \$100,000.
2. Said Life Insurance benefit shall include coverage for Accidental Death and Dismemberment (AD&D).

B. LIMITATION

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

VII. LONG TERM DISABILITY INSURANCE [m54]

A. PURPOSE

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

B. BENEFIT

1. The City shall pay the full monthly premium for the Long Term Disability Insurance Plan Coverage for unit employees.
2. Long Term Disability may be used by sworn unit employees for non-work related injuries or illness and may be used by non-sworn unit employees for either work or non-work related injuries or illness, in accordance with City Policy and the insurance company carriers qualifying rules and regulations.
3. Long Term Disability Insurance benefits shall be paid to eligible unit employees in accordance with the policies established by the insurance carrier's written policy rules and regulations for qualifying and a thirty (30) calendar day waiting period established by the insurance carrier before benefits can be paid.

C. LIMITATIONS

1. The unit employee must use all their accumulated annual sick leave hours, and all accumulated sick leave bank time before being eligible to receiving Long Term Disability benefits.
2. Accumulated sick leave may be used in separate thirty (30) calendar day periods.
3. This Long Term Disability Insurance Plan shall cease upon the unit employee's termination from employment with the City.

VIII. VISION CARE INSURANCE

A. BENEFIT

1. The City shall pay the full monthly premium for the unit employee up to Employee plus Two or more Dependents category for Vision Care Insurance.
2. Effective once during each fiscal year, at the time rate changes are implemented, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for the vision care insurance monthly premium
3. The vision care insurance coverage shall cease upon the unit employee termination from employment with the City.

IX. CITY RIGHTS – CONTENT AND CONTRACTOR [m55]

A. INSURANCE/EMPLOYEE BENEFIT PLANS

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

B. MEET WITH HPPMA

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

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

A. PURPOSE

1. The purpose of uniform cleaning and replacement allowance is to provide sworn unit employees funds for the future purchase, replacement, and cleaning of uniforms and clothing.
2. Additionally, the funds are provided to compensate for all time expended in cleaning and maintaining required uniform equipment in proper order.
3. Unit employees, except employees on IOD status, who have been on an unpaid leave of absence for any reason from active service for any time in excess of forty-two (42) calendar days, shall have the monthly pro-rated value of the annual uniform and cleaning allowance deducted from their installment payment for each month these conditions are applicable.

B. SAFETY EQUIPMENT – ONE TIME PURCHASE

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

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

C. UNIFORM CLEANING AND REPLACEMENT ALLOWANCE – SWORN UNIT EMPLOYEE

1. All sworn unit employees shall receive a uniform purchase, cleaning and replacement allowance of one-thousand one-hundred dollars (\$1,100.00) per year. The allowance is to be payable in two equal separate installments each June and November of each calendar year
2. The separate uniform allowance payments shall be combined with the annual Holiday Leave Time Buy-Back in June and the Sick Leave buy-back in the second (2nd) check in November of each calendar year.

D. LIMITATIONS

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

E. PURCHASE – SPECIFICATIONS AND RECEIPTS

- a) Such uniform equipment purchase allowances meet legal requirements and shall be in lieu of the purchase and supply of these items by the City.
- b) Uniform equipment and uniform clothing items shall meet specifications as set forth in the Huntington Park Police Department Policy Manual.
- c) Unit employees shall provide City with original receipt toward the purchase of those items in this section on Uniform Allowance.

F. TERMINATION PRIOR TO COMPLETION OF PROBATION

Any unit employee who fails probation with the City shall reimburse the City for all uniform equipment purchased by the uniform allowance.

G. UNIFORM EQUIPMENT – REPAIR AND REPLACEMENT

1. Repair and Replacement
 - a) The City shall replace or repair uniform equipment, only if due to wear or damage or if damage occurred during specific instances and approved by the Chief of Police, according to department discretion and specifications once such items have been deemed no longer serviceable due to wear or damage.
 - b) Should the City choose to issue a voucher for the damaged item, such voucher shall be for an amount permitting the repairs or replacement of equipment meeting the minimum division standards regardless of the type, make, model or modifications of the item.
 - c) Upon the City’s replacement or issuance of a voucher, the damaged equipment shall be turned in to the City except equipment which is repaired pursuant to approval by a division commander.
2. Safety Equipment Replacement List
The following is the uniform safety equipment that the City will replace after initial purchase order from City or repair:
 - Duty weapon
 - Duty Weapon Holder
 - Ammunition Magazine
 - OC (Pepper Spray) canister & case
 - Helmet & Face Shield with carry bag
 - Gas Mask
 - Vest
 - Trauma First Aid Kit

H. SPECIAL ASSIGNMENT SAFETY EQUIPMENT

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

1. Bicycle Detail
 - Safety Helmet and cover
 - Safety eye wear and gloves
2. SERT Team
 - Entry vests or any increased ballistic vests
 - Safety Goggles
 - Gloves
 - Entry holster for alternative duty weapon

ARTICLE FOUR

- 1 Green BDU
 - 1 Training BDU
3. Detective Bureau/Gang Detail/Narcotics/K-9 Detail
 - Concealment holster duty weapon
 - Other specialty equipment as needed
 4. Prior Special Assignment Posting

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

I. OTHER UNIFORM ITEMS

1. The City will be responsible at its costs for supplying or purchasing uniform patches, name tag, badge, hat piece, and identification card.
2. The unit employee will be responsible at his/her costs for purchasing rank insignia and authorized special assignment tabs or pins.

J. CHIEF OF POLICE – SAFETY EQUIPMENT NOT LISTED

1. The City, Police Department, and unit employees acknowledge employee safety is paramount and the changing nature and dangers that are inherent to police work may require safety equipment not listed in this agreement.
2. The Chief of Police retains the right to authorize department purchases at City expense of safety equipment not listed if it is the judgment of the Chief of Police that said safety equipment is desirable or essential.
3. Nothing in this agreement abrogates the City's responsibility to provide safety equipment as required by law and P.O.S.T. regulations.

XI. TUITION REIMBURSEMENT PROGRAM [m56]

A. PURPOSE

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

B. ANNUAL REIMBURSEMENT

1. The maximum amount of the annual reimbursement shall be fifteen hundred (\$1,500) dollars, which shall cover tuition, enrollment fees, required textbooks and other related material;
2. Participation for reimbursement shall be on a first come, first served basis and subject to a twenty-five thousand (\$25,000) dollar city-wide cap;
3. Following the end of a fiscal year, remaining funds in the \$25,000 fund shall be made available to employees who have eligible expenses in excess of the \$1,500 individual limit;
4. To the extent that funds remaining in the pool are insufficient to fund all the supplemental applications, participants shall receive equal reimbursements from the remaining funds in the City-wide Tuition Reimbursement Fund;

C. REQUIREMENTS

1. All courses must be completed at an accredited college, university, junior college, or other institution, as recommended by the Chief of Police and approved by the City Manager;
2. To be eligible for reimbursement, unit employees must receive a grade of "C" or better (or "Pass" if the course is given on a "Pass/Fail" basis);
3. Classes must be taken while a unit employee is off-duty and not during employees scheduled work hours; and,
4. Approval for reimbursement must be obtained from the City Manager prior to the beginning of the class and payment for reimbursement shall be made only after the certified transcript of grades and receipts for payment of tuition fees and other expenses are received by the City.

XII. COFFEE SUPPLIES [m57]

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

ARTICLE FIVE:

LEAVE POLICIES

I. HOLIDAYS [m58]

A. ANNUAL HOLIDAY LEAVE

1. Effective July 1, 2016, regular full-time employees shall be compensated a total of one-hundred ten (110) hours of Holiday Leave per fiscal year.
2. For each authorized official paid holiday, the employee will be compensated at their base salary rate not to exceed ten (10) holiday hours for each paid authorized paid holiday during each fiscal year.

B. OFFICIAL PAID HOLIDAYS FOR UNIT EMPLOYEES

1. The official paid recognized holidays granted to unit employees is as follows:
 - (1) New Year's Day (January 1)
 - (2) Martin Luther King's, Jr. Birthday (3rd Monday in January)
 - (3) President's Day (3rd Monday in February)
 - (4) Cesar Chavez Birthday (March 31)
 - (5) Memorial Day (4th Monday in May)
 - (6) Independence Day (4th of July)
 - (7) Labor Day (1st Monday in September)
 - (8) Veteran's Day (November 11)
 - (9) Thanksgiving Day (4th Thursday in November)
 - (10) Day after Thanksgiving
 - (11) Christmas Day (December 25th)
2. The City Manager or City Council has the right to designate any day or part of a day as a Holiday.

C. UNUSED HOLIDAY LEAVE TIME

1. Sworn Unit Employee
 - a) For sworn unit employees, unused Holiday Leave Time shall be accumulated and paid in the last pay period in June of each fiscal year.
 - b) A sworn unit employee who is not required to work on his/her regularly scheduled work day because it is a recognized City Holiday may, at the employee's option, use accrued vacation leave, COLA in Lieu Leave or compensatory time off to provide a full pay check for the pay period.

D. USE OF HOLIDAY LEAVE

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

E. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY

1. When a unit employee is required to work on an official holiday, all hours worked shall be paid at the unit employee's regular hourly rate; and
2. No Holiday Leave Time shall be deducted from their annual Holiday Leave Bank.

F. HOLIDAYS OCCURRING DURING VACATION PERIOD

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

G. HOLIDAYS AND SICK LEAVE USE

If a unit employee is on Annual Sick Leave or taking Sick Leave Bank Leave on the last working day before the holiday or immediately after any official holiday, those holiday leave hours [eight (8) for unit employees on 5/8 work schedule, ten (10) for unit employees on the 4/10 work schedule and thirteen

ARTICLE FIVE

hours and thirty minutes (13.30) for unit employees on 3/13] for that holiday shall be forfeited and deducted from their annual Holiday Leave Bank.

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

1. Any unit employee terminating employment from the City, either voluntary or involuntarily shall have any eligible accrued Holiday Leave Time hours cashed out at the employee current hourly rate of pay.
2. Eligible holiday hours shall mean those holidays in the fiscal year which have already been earned by the terminating unit employee. (Earned meaning they were employed by City when certain eligible Holidays had occurred.)
3. In the case of any unit employee whose employment with the City is terminated by death, such payment shall be made to the estate, spouse or beneficiaries entitled to, or in the case of doubt to the beneficiary of records for public retirement, upon approval by City Attorney.

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

1. If approved by the City Manager, each unit employee, who is scheduled to work and is working on December 24 and December 31, except those unit employees determined by the City Manager and Chief of Police to provide services for the necessary functions of the Police Department which he/she is employed, shall be permitted to be absent for duty one-half (1/2) of the work shift on December 24 (Christmas Eve) and December 31 (New Year's Eve) or the last working day prior to December 24 and December 31.
2. Only unit employee actually working on December 24 or December 31 or the last working day prior to December 24 and December 31 shall be eligible and considered for this leave.
3. Should a unit employee be on approved leave with pay (holiday leave, vacation leave, or compensatory time, but not sick leave) on December 24 or December 31 and it's a regular assigned work day for them they shall be charged leave time for one-half (1/2) of their work shift for said day.

II. VACATION LEAVE

A. VACATION LEAVE ACCRUAL

1. All unit employees are eligible to earn vacation leave time.
2. Unit employees shall receive accrue vacation leave time on the fifteenth (15) day of each month.
3. Unit employee shall be entitled to utilize their accumulated vacation leave with pay upon completion of six (6) months of continuous employment with the City and approval by their department head.

B. VACATION LEAVE EARNED

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

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

2. Vacation Leave Time is earned on a continuous service time with the City and is prorated on a monthly basis.
3. *After a unit employee accrues twice their annual Vacation Leave Time accrual said unit employee ceases to earn Vacation Leave balance. The affected unit employee will only begin accruing vacation Leave Time again after their vacation Leave balance is less than twice the annual Vacation Leave Time accrual.

C. APPROVAL OF VACATION LEAVE REQUESTS

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

D. NO VACATION TAKEN PRIOR TO ACCRUED

1. Unit employees may take only Vacation Leave Time as they have accumulated at the time the vacation begins.
2. Vacation Leave shall only be approved if the unit employee has no further accumulated Vacation Leave Time.

E. LIMITATIONS ON VACATION LEAVE

1. Vacation is charged on the basis of the actual hours the unit employee is on vacation leave to the nearest one-quarter (0.25) hour.
2. Unit employees do not accrue vacation leave while on leave in excess of thirty (30) calendar days.
3. An employee who is sick during their vacation may charge the period of illness and/or injury to sick leave if available. Verification may be required from a physician.

F. PAYMENT ON TERMINATION, LAYOFF, OR DEATH

1. Terminated or laid off unit employees will be paid a lump sum of all accrued Vacation Leave Time upon termination at their current hourly rate of pay. Upon death all accrued vacation leave will be paid to the employee's beneficiary, after approval by the City Attorney.
2. At termination of employment the City shall be reimbursed by the employee for any vacation leave taken in excess of their accumulated vacation time Leave Time.
3. Unit employees who are reemployed after one (1) year or more break of service do not receive credit for vacation accrual.

G. VACATION CASH-OUT IN LIEU OF GRANTING VACATION

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

III. SICK LEAVE [m59]

A. PURPOSE OF SICK LEAVE

1. Sick Leave is not a right which a unit employee may use at his or her discretion. Sick leave is leave from duty necessitated by illness or injury

ARTICLE FIVE

to the unit employee or illness or injury of a member of the unit employee's immediate family requiring the unit employee's attendance, and medical appointment to the extent that such appointment cannot be scheduled outside the work day.

2. For the purposes of this section, immediate family means employee's spouse or domestic partner, child, step-child, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchild, or other individual residing in the same household whose relationship to the unit employee is that of a dependent.
3. The maximum amount of accrued sick leave that can be used by a unit employee for use for their immediate family shall be forty-eight (48) hours per fiscal year. [m60]
4. All sick leave requires approval by Police Management and such request will not be unreasonably denied.

B. SICK LEAVE ACCRUAL RATE

1. Each eligible unit employee shall accrue Sick Leave at the rate of eight (8) hours for each month, or major fraction thereof, of continuous City services.
2. The maximum annual Sick Leave accrual shall be ninety-six (96) hours for each year of continuous City service.
3. There is no maximum limit on the amount of total Sick Leave bank a unit employee may accumulate with the City.
4. A unit employee shall not accrue sick leave during absences from duty in excess of thirty (30) calendar days by reason of illness, disability or injury on duty, except where such credit is mandated by law (Labor Code 4850).

[m61]

C. 50% CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE

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

ARTICLE FIVE

2. The remaining one-half (50%) of a unit employee's unused Sick Leave from the fiscal year (not to exceed forty-eight (48) hours) shall be added to the unit employees Sick Leave Bank.
3. Unit employees shall be paid the cash out in the month of November of each calendar year.
4. With the exception of the annual cash out of one-half (50%) of a unit employee's unused, accrued sick leave from that fiscal year, there is no other cash out of accrued sick leave.

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

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

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

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

F. USE OF SICK LEAVE ^[m62]

1. In order to receive compensation while absent on sick leave an employee (or someone on the employee's behalf) shall notify the department head or immediate supervisor within thirty (30) minutes after the beginning of the unit employee's daily duties.
2. The first day of sick leave shall not commence until such notice is given except in cases of emergency or when provision of such notice is not reasonably possible.
3. In order to be compensated with sick leave for three (3) or more consecutive working days, the unit employee shall be required to submit upon return to work, a physician's verification of illness or injury.
4. A unit employee may use accrued sick leave for the actual number of hours of the regular work period that the unit employee is absent due to illness or injury.

G. ABUSE OF SICK LEAVE

1. A unit employee shall be subject to disciplinary action for excessive or abuse of sick leave which is defined as a unit employee's use of sick leave when the unit employee is not sick, not required to care for a member of the employee's immediate family or not attending a doctor's appointment.
2. If a unit employee calls in sick in violation of the City's rules and regulations then a deduction shall be made from the unit employee's earned vacation credit, holiday bank, and/or compensatory time bank.

H. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS

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

IV. ADMINISTRATIVE LEAVE – EXECUTIVE/MANAGEMENT

A. ELIGIBILITY

All HPPMA employees shall be eligible for up to forty (40) hours of Administrative Leave each fiscal year.

B. LIMITATIONS

1. Administrative Leave shall not accrue past the maximum forty (40) hours.
2. Unused Administrative Leave shall be lost at the end of each fiscal year (July 1 – June 30) and shall not be converted to any other form of compensation.
3. Administrative Leave is for the term of this MOU and will expire on June 30, 2019.

V. PERSONAL BUSINESS LEAVE [m63]

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

Up to two (2) working days per calendar year of Sick Leave Time Accrual with pay may be used by each unit employee for personal business days as part of the unit employee's accrual.

B. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE

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

C. LIMITATIONS

1. Personal Business Leave shall be charged to the unit employee in even two (2) hour Sick Leave increments or more.
2. Personal Business Leave shall be deducted from the unit employee's annual sick leave accrual.
3. Any unused sick leave, including Personal Business Leave shall be compensated in accordance with the City's Annual accumulated unused sick leave buy-back program.
4. Personal Business Leave shall not be used for vacation or any other leave.

VI. WORK RELATED DISABILITY [m64]

A. POLICY

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

VII. SICK LEAVE WITHOUT PAY [m65]

A. POLICY

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

B. LIMITATIONS

1. Use of Sick Leave, in combination with annual sick leave accrual or sick leave bank accrual, shall not extend beyond one year. Unit employees shall retain all rights and privileges granted unit employees on a regular sick leave, except for compensation and except that they shall not accumulate holidays, vacations or annual sick day accrual or sick leave bank accrual while on unpaid leave.
2. Such unit employee shall return to the same step and range currently assigned to such former position.

VIII. TEMPORARY MODIFIED WORK [m66]

A. ELIGIBILITY

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

B. LIMITATIONS

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

1. Have an industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
2. Have a non-industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
3. Be in a Vocational Rehabilitation Plan approved by the City.

C. APPLICATION AND ACCEPTANCE

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

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

D. OUTSIDE EMPLOYMENT

During convalescence and/or modified work assignment, it shall be expressly forbidden for the employee to engage in any outside employment that would interfere with their convalescence.

E. FINAL DECISION

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

IX. BEREAVEMENT LEAVE [m67]

A. POLICY

The City's bereavement policy is provided for in the case of death within the immediate family of a unit employee, such unit employee shall be entitled to be absent from duty with pay at the unit employee's regular rate of pay in order to attend the funeral or memorial services or related bereavement purposes for their immediate family. Said bereavement leave shall not exceed 40 work hours and will not be charged to an unit employee's sick day accrual or sick leave bank, vacation bank or any other employee time bank.

B. IMMEDIATE FAMILY

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

C. VERIFICATION

1. The City may require verification of the death of the immediate family.
2. Verification may include any printed records or notice of death (i.e. newspaper obituary notice, mortuary leaflet, etc.)

X. JURY DUTY [m68]

A. POLICY

1. A unit employee summoned to active jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay for up to eighty (80) hours in a calendar year.
2. However, the unit employee must remit to the City within fifteen (15) days after receipt, all fees received for said Jury Duty, except those specifically allowed for mileage and expense.
3. Jury service required on a unit employee off duty day is not compensable by the City, and the unit employee may retain jury compensation for such days.
4. Jury time shall not be considered work time and does not count toward hours worked for the calculation of overtime.
5. Unit employees shall be responsible for providing proof of jury service upon his/her return to work.

XI. MILITARY LEAVE [m69]

A. POLICY

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

B. COMPENSATION

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

C. EXTENDED BENEFITS – WAR ON TERRORISM [m70]

1. The City Council has authorized for unit employees in the military service assigned to the war on terrorism, shall receive extended military leave benefits and receive additional pay on the thirty-first (31st) calendar day of active military duty through one-hundred and twenty (120) calendar days.
2. The eligible unit employee must remit proof of their military pay to the city received between the thirty-first (31st) calendar days of active military duty through the one-hundred and twenty (120) calendar days in order to receive the extended salary as set forth in this section.

XII. MILITARY FAMILY LEAVE [m71]

A. POLICY

The Federal Family Medical Leave Act, as amended, provides for Military Family Leave as set forth in this section.

B. NEW QUALIFYING REASON FOR LEAVE

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

C. NEW UNPAID LEAVE ENTITLEMENT

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

XIII. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA) [m72]

A. PURPOSE

1. This section does not purport to provide all the provisions of law, but summarizes the general intent at the time this MOU was adopted.
2. Specific details of the State and Federal laws relating to FMLA and CFRA are available in the Human Resources Department.
3. Unit employees and department heads must contact Human Resources Department to verify current provisions and requirements.
4. Failure to do so could result in a misunderstanding of rights and obligations, and could cause loss of leave benefits or loss of insurance coverage.

B. ELIGIBILITY FOR FMLA AND CFRA

1. Pursuant to State and Federal laws, employees shall be eligible for Family and Medical Leave of absence (FMLA) for:
 - The birth of a child of the employee;
 - Disability due to pregnancy – FMLA only;
 - The placement of a child with an employee in connection with the adoption or foster care of that employee;
 - The care of the employee’s child with a serious health condition;
 - The care of a spouse or parent with a serious health condition; or
 - The employee’s own serious health condition.
2. Such leave rights apply to all employees with twelve (12) months or more service with the City prior to the leave request who have worked a minimum of one-thousand two-hundred fifty (1,250) hours in the preceding twelve (12) months.

C. EMPLOYEE RIGHTS UNDER FMLA

1. The maximum amount of leave shall be twelve (12) weeks in a twelve (12) month period.
2. The twelve (12) month period is rolling, and is measured backward from the date leave is used and continuous with each additional leave day taken.
3. Leave may be taken as days off, or intermittent or modified work schedules.
4. The unit employee is guaranteed a return to his/her position at the end of approved leave.
5. During the twelve (12) work week FMLA period, the City shall maintain the employee's medical, dental, and life insurance.

D. APPROVAL PROCESS FOR FMLA

1. Unit employees must give thirty (30) days advance written notice, on a form provided by the City, of the need for such leave, unless the absence could not be anticipated. In such cases, the unit employee must give notice as soon as possible but in any event no later than five (5) working days from learning of the need for FMLA leave.
2. Verification by the attending a physician or health care provider will be required for absences relating to the unit employee's or family member's serious health condition.
3. The Human Resources Department shall determine if the leave qualifies under the Family and Medical leave laws, and may determine the commencement date.

E. PRIVACY UNDER FMLA

For privacy reasons, the City may not require specific medical diagnosis of a family member's health condition, but such information may be provided for the unit employee's own illness or condition with the health care provider's certification of the need for the leave.

F. USE OF ACCRUALS WHILE ON FMLA

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

G. EXPIRATION OF FMLA

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

XIV. PREGNANCY DISABILITY LEAVE (PDL) ^[m73]

1. Pregnancy Disability Leave of up to four (4) months, with or without pay, shall be provided to unit employees covered herein pursuant to the Fair Employment Housing Act (FEHA).
2. Such leave shall be granted for disability of the unit employee determined by a physician, for the duration of such disability, provided, however, that the cumulative unpaid leave for disability and non-disability reasons shall not exceed one (1) year.
3. Pregnancy Disability Leave without pay shall not be granted until all accrued sick leave bank time has been exhausted.
4. Unit employees may voluntarily use accrued vacation or other paid leave before commencing unpaid leave.

XV. VOTING LEAVE [m74]

1. Unit employees shall be permitted to leave to vote as required by California Elections Code Section 14350-14352, as amended, if the unit employee cannot otherwise get to the polling place during non-working hours.
2. Up to two (2) hours of leave with pay may be provided at the beginning or end of the normal work shift, whichever permits the opportunity to vote with minimal interruption of work responsibilities.
3. Unit employees shall be required to give a minimum three (3) day notice of the need for leave, obtain advance approval, and submit proof of voting.
4. Any unit employee who does not utilize this voting leave privilege shall not thereby become eligible for any overtime compensation for any time taken to vote.

XVI. SCHOOL ACTIVITY LEAVE [m75]

A. POLICY

1. Pursuant to California Labor Code Sections 230.7 and 230.8, as amended, unit employees who are parents of school-age children shall be allowed School Activity Leave from their jobs, with or without pay, as may be necessary to participate in school activities such as parent-teacher conference, disciplinary matters, school programs and related events with their children.
2. Such leave is limited to forty (40) hours per school year, at a maximum of eight (8) hours per month.
3. This limit shall not apply when a unit employee is required to appear in the school of his/her child pursuant to a request from the school administration pertaining to disciplinary action.

B. LIMITATIONS/RIGHTS

1. Unit employees must give reasonable advance notice to the employer to permit work coverage, and may be required to provide documentation from the school that the unit employee participated in the activity on the specific date and time.
2. Leave properly requested in advance shall not be denied.
3. Unit employees may take accrued leave with pay (vacation, compensatory time, or floating holiday) for School Activity Leave purposes.

XVII. LEAVE OF ABSENCE WITHOUT PAY ^[m76]

A. POLICY

1. Upon written request, the City Manager may, in its discretion and upon recommendation of the department head, grant a leave of absence to any unit employee who has been employed by the City regularly for one (1) year or more.
2. Any such unit employee, with the approval of the City Manager or department head, may return prior to the time fixed for the expiration of such leave.

B. LIMITATIONS

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

XVIII. ABSENCE WITHOUT PAY ^[m77]

A. POLICY

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

B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION

1. A unit employee absent without authorization for three (3) or more consecutive work days and who fails to contact his/her department head

ARTICLE FIVE

to provide justification for the absence, shall be considered to have abandoned his/her position and resigned from City employment as of the third (3rd) day of absence.

2. The unit employee shall be notified by their department head that the City considers him/her to be absent without leave, and that, under this section, a termination of employment will be processed.
3. Such notification shall be made pursuant to the procedures for notification of intent to discipline as provided in the Civil Service Rules & Regulations.
4. The unit employee may be reinstated, subject to disciplinary action for other causes, if adequate justification for the absence is provided to the department head prior to the end of the notification period.

XIX. EMPLOYEE DEATH – ACCUMULATED ELIGIBLE LEAVE TIME BENEFITS PAID TO SPOUSE OR ESTATE [m78]

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

ARTICLE SIX:

WORKING CONDITIONS

I. AMERICANS WITH DISABILITIES ACT (ADA) [m79]

A. ACCOMMODATIONS

1. The HPPMA recognize that the City may be required to make accommodations in order to carry out its obligations under the Americans With Disabilities Act (ADA).
2. Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement.
3. In such cases, the parties agree that such accommodation shall not constitute a “past practice” or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA.

B. ADA COMPLIANCE

1. The HPPMA recognize that circumstances surrounding ADA compliance in individual cases may involve matters which are personal and require the utmost confidentiality.
2. Specifics of an individual case may not be divulged by the City or HPPMA.

C. ACTIONS TAKEN NOT GRIEVABLE

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

II. RESIGNATION [m80]

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

III. EMPLOYEE INCARCERATED – UNABLE TO REPORT TO WORK [m81]

A. NON-PAY STATUS

1. Should a unit employee become incarcerated and held in any jail custody and not be able to come to work to perform his/her job assigned work schedule and duties they shall be placed on unpaid, administrative leave – unable to report to work status until they return to work as assigned.
2. If a unit employee is indicted by any Federal, State or Superior Court or held to answer by the court on any felony, the unit employee may, at the discretion Chief of Police, be placed on unpaid administrative leave.
3. If the charge(s) are dismissed by the court or the unit employee is cleared of all charges, the City may reimburse the unit employee's Holiday Time, Vacation Time, and CTO that was used by the unit employee during that time period. The unit employee is not entitled to any reimbursement other than those listed in this section.
4. If a sworn unit employee is prohibited from possessing a firearm as a result of legal proceedings then the unit employee may, at the Chief of Police discretion, be placed on unpaid Administrative Leave until the prohibition is lifted.

B. USE OF ACCUMULATED LEAVE

Unit employees who are on unpaid Administrative Leave and/or unable to report to their work may use their accumulated, if any, Vacation, Holiday or Compensatory Time for any of the unpaid work time due to their incarceration or indictment.

C. NO USE OF SICK LEAVE

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

IV. CITY DRESS CODE [m82]

A. RIGHT TO SET DRESS CODE

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

B. POLICE DEPARTMENT UNIT EMPLOYEES

Unit employees assigned to work in the Police Department shall abide by the Police personnel appearance and grooming standards as set forth by the Chief of Police in the Police Department Policy Manual.

V. CITY ADMINISTRATIVE POLICIES [m83]

A. POLICIES

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

B. SUBJECTS

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

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

C. ADDITIONAL ADMINISTRATIVE POLICIES

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

VI. POLICE DEPARTMENT SUBSTANCE ABUSE POLICY

A. POLICIES

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

B. RANDOM DRUG TESTING

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

C. DETAILS

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

VII. SPECIAL EVENTS

A. PREFERENCE

1. Whenever a special event is scheduled to occur in the City and, in the opinion of the Chief of Police, law enforcement employees are required, sworn officers of the Police Department will be given first preference to those law enforcement functions assignments.

B. PROCEDURES

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

VIII. SENIORITY SHIFT BID POLICY

A. SENIORITY - POLICE MANAGEMENT

1. Seniority for a unit employee shall be based on the initial date of promotion to the rank of Police Lieutenant or Police Captain.
2. If more than one Police Lieutenant or Police Captain is promoted on the same date, the Civil Service test results listing the position on list will be used to determine their seniority in regards to shift bidding.

B. REASSIGNMENT

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

ARTICLE SIX

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

C. LIMITATIONS

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

D. POLICE MANAGEMENT – RIGHT TO TRANSFER

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

ARTICLE SEVEN:
GRIEVANCE PROCEDURE

I. GRIEVANCE PROCEDURE

A. SCOPE AND LIMITATIONS

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

B. SCOPE AND LIMITATIONS

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

C. PROCEDURE

1. 1ST STEP INFORMAL - VERBAL

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

2. 2nd STEP – FORMAL WRITTEN

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

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

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

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

ARTICLE SEVEN

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

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

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

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

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

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

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

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

4. APPEAL TO THE CIVIL SERVICE COMMISSION

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

ARTICLE SEVEN

the Civil Service Rules and the City's Personnel Rules which he/she alleges are being violated.

5. CIVIL SERVICE COMMISSION REVIEW

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

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

ARTICLE EIGHT:

GENERAL PROVISIONS

I. TERM OF MEMORANDUM OF UNDERSTANDING [m84]

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

II. EMERGENCY WAIVER [m85]

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

III. SEVERABILITY PROVISION [m86]

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

IV. CIVIL SERVICE RULES AND REGULATIONS/CITY POLICY [m87]

1. Reference is made in this MOU to certain Civil Service Rules and Regulations, Personnel Rules and Regulations, and City's Policy statements. Nothing in this MOU shall preclude the City from amending the Civil Service Rules and Regulations, Personnel Rules and Regulations, and City policies as needed subject to meet and confer with HPPMA.
2. The parties agree that all conditions of employment, as they pertain to unit employees covered by this MOU, subject to meet and confer provided for by the City's Civil Service Rules and Regulations, Personnel Rules and Regulations, Ordinances, Resolutions or any Policy Statements in effect prior to the date of this MOU, unless specifically provided for to the contrary in this MOU, shall remain in force and effect during the term of this MOU. Any conflicts with the

ARTICLE EIGHT

City's Civil Service Rules and Regulations, Personnel Rules and Regulations, and City Policy Statements shall be considered to have been superseded by this MOU.

V. FULL AGREEMENT AND IMPLEMENTATION [m88]

A. FULL AGREEMENT – WAIVER OF MEET AND CONFER

1. This MOU contains all of the covenants, stipulations, and provisions, agreed upon by the parties.
2. Therefore, during the term of this agreement, except as provided herein, all other compensation and benefits not modified in this agreement shall remain in full force and effect.
3. For the purpose of the MOU neither party shall be compelled to meet with the other concerning any issues, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except as provided for in this MOU or by mutual agreement of the parties or required by law.
4. Each party acknowledges that they had the full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU except as specifically provided for in this MOU.

VI. CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS [m89]

A. NO STRIKES/JOB ACTION

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

B. ASSOCIATION RESPONSIBILITY

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

ARTICLE NINE:

RATIFICATION

I. RATIFICATION [m90]

A. ACKNOWLEDGEMENT

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

B. MUTUAL RECOMMENDATION

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

C. RATIFIED – PENDING CITY COUNCIL APPROVAL

Subject to the foregoing, this Memorandum of Understanding is hereby ratified and agreed to be recommended for approval to the City Council by the authorized representatives of the City of Huntington Park and the Huntington Park Police Management Association, entered into this 21st day of June, 2016.

ARTICLE ELEVEN:

EXECUTION OF NEW AGREEMENT

EXECUTION OF NEW AGREEMENT

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

In witness whereof, the parties hereto have cause this agreement to be executed this 21st day of June, 2016.

Huntington Park Police Management Association	City of Huntington Park
	
Lt. Alfred Martinez, President Huntington Park Police Management Association	Edgar P. Cisneros, City Manager

**CITY OF HUNTINGTON PARK
NON-REPRESENTED
POLICE MANAGEMENT ASSOCIATION
SALARY SCHEDULE "D-6"
EFFECTIVE 06/20/16**

CLASSIFICATION	Salary Grid	Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant (1)	213.1	8409	8852	9318	9808	10324
Police Captain (1)	223.1	9289	9778	10293	10834	11405

(1) In addition, "Uniform Pay" to be paid consistent with the P.M.A. Memorandum of Understanding

**CITY OF HUNTINGTON PARK
NON-REPRESENTED
POLICE MANAGEMENT ASSOCIATION
SALARY SCHEDULE "D-6"**

EFFECTIVE FIRST DAY OF PAY PERIOD WHICH INCLUDES 07/01/17

CLASSIFICATION	Salary Grid	Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant (1)	216.1	8664	9120	9600	10105	10637
Police Captain (1)	226.1	9571	10074	10604	11163	11750

(1) In addition, "Uniform Pay" to be paid consistent with the P.M.A. Memorandum of Understanding

**CITY OF HUNTINGTON PARK
NON-REPRESENTED
POLICE MANAGEMENT ASSOCIATION
SALARY SCHEDULE "D-6"**

EFFECTIVE FIRST DAY OF PAY PERIOD WHICH INCLUDES 07/01/18

CLASSIFICATION	Salary Grid	Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
Police Lieutenant (1)	218.1	8838	9303	9793	10308	10851
Police Captain (1)	228.1	9763	10277	10818	11387	11986

(1) In addition, "Uniform Pay" to be paid consistent with the P.M.A. Memorandum of Understanding

CITY OF HUNTINGTON PARK
SALARY GRID SCHEDULE

Grade	A	B	C	D	E	Grade
Grid						Grid
270	14813	15593	16413	17277	18186	270
269	14666	15438	16251	17106	18006	269
268	14521	15285	16090	16937	17828	268
267	14377	15134	15931	16769	17652	267
266	14235	14984	15773	16603	17477	266
265	14094	14836	15617	16439	17304	265
264	13955	14689	15462	16276	17132	264
263	13816	14544	15309	16115	16963	263
262	13680	14400	15157	15955	16795	262
261	13544	14257	15007	15797	16629	261
260	13410	14116	14859	15641	16464	260
259	13277	13976	14712	15486	16301	259
258	13146	13838	14566	15333	16140	258
257	13016	13701	14422	15181	15980	257
256	12887	13565	14279	15030	15822	256
255	12759	13431	14138	14882	15665	255
254	12633	13298	13998	14734	15510	254
253	12508	13166	13859	14588	15356	253
252	12384	13036	13722	14444	15204	252
251	12261	12907	13586	14301	15054	251
250	12140	12779	13451	14159	14905	250
249	12020	12652	13318	14019	14757	249
248	11901	12527	13186	13880	14611	248
247	11783	12403	13056	13743	14466	247
246	11666	12280	12927	13607	14323	246
245	11551	12159	12799	13472	14181	245
244	11436	12038	12672	13339	14041	244
243	11323	11919	12546	13207	13902	243
242	11211	11801	12422	13076	13764	242
241	11100	11684	12299	12946	13628	241
240	10990	11569	12177	12818	13493	240
239	10881	11454	12057	12691	13359	239
238	10774	11341	11937	12566	13227	238
237	10667	11228	11819	12441	13096	237
236	10561	11117	11702	12318	12966	236
235	10457	11007	11586	12196	12838	235
234	10353	10898	11472	12075	12711	234
233	10251	10790	11358	11956	12585	233
232	10149	10683	11246	11837	12461	232
231	10049	10578	11134	11720	12337	231
230	9949	10473	11024	11604	12215	230
229	9851	10369	10915	11489	12094	229
228	9753	10266	10807	11376	11974	228
227	9657	10165	10700	11263	11856	227
226	9561	10064	10594	11151	11738	226
225	9466	9965	10489	11041	11622	225
224	9373	9866	10385	10932	11507	224
223	9280	9768	10282	10823	11393	223
222	9188	9671	10181	10716	11280	222
221	9097	9576	10080	10610	11169	221
220	9007	9481	9980	10505	11058	220
219	8918	9387	9881	10401	10949	219

CITY OF HUNTINGTON PARK
SALARY GRID SCHEDULE

Grade	A	B	C	D	E	Grade
Grid						Grid
218	8829	9294	9783	10298	10840	218
217	8742	9202	9686	10196	10733	217
216	8655	9111	9590	10095	10627	216
215	8570	9021	9496	9995	10521	215
214	8485	8931	9402	9896	10417	214
213	8401	8843	9308	9798	10314	213
212	8318	8755	9216	9701	10212	212
211	8235	8669	9125	9605	10111	211
210	8154	8583	9035	9510	10011	210
209	8073	8498	8945	9416	9912	209
208	7993	8414	8857	9323	9813	208
207	7914	8331	8769	9231	9716	207
206	7836	8248	8682	9139	9620	206
205	7758	8166	8596	9049	9525	205
204	7681	8086	8511	8959	9431	204
203	7605	8005	8427	8870	9337	203
202	7530	7926	8343	8783	9245	202
201	7455	7848	8261	8696	9153	201
200	7382	7770	8179	8609	9063	200
199	7308	7693	8098	8524	8973	199
198	7236	7617	8018	8440	8884	198
197	7164	7542	7938	8356	8796	197
196	7094	7467	7860	8274	8709	196
195	7023	7393	7782	8192	8623	195
194	6954	7320	7705	8110	8537	194
193	6885	7247	7629	8030	8453	193
192	6817	7175	7553	7951	8369	192
191	6749	7104	7478	7872	8286	191
190	6682	7034	7404	7794	8204	190
189	6616	6964	7331	7717	8123	189
188	6551	6896	7258	7640	8043	188
187	6486	6827	7187	7565	7963	187
186	6422	6760	7115	7490	7884	186
185	6358	6693	7045	7416	7806	185
184	6295	6626	6975	7342	7729	184
183	6233	6561	6906	7270	7652	183
182	6171	6496	6838	7198	7576	182
181	6110	6432	6770	7126	7501	181
180	6049	6368	6703	7056	7427	180
179	5990	6305	6637	6986	7354	179
178	5930	6242	6571	6917	7281	178
177	5872	6181	6506	6848	7209	177
176	5813	6119	6441	6781	7137	176
175	5756	6059	6378	6713	7067	175
174	5699	5999	6315	6647	6997	174
173	5642	5939	6252	6581	6927	173
172	5587	5881	6190	6516	6859	172
171	5531	5822	6129	6451	6791	171
170	5477	5765	6068	6388	6724	170
169	5422	5708	6008	6324	6657	169
168	5369	5651	5949	6262	6591	168
167	5315	5595	5890	6200	6526	167

CITY OF HUNTINGTON PARK
SALARY GRID SCHEDULE

Grade	A	B	C	D	E	Grade
Grid						Grid
166	5263	5540	5831	6138	6461	166
165	5211	5485	5774	6078	6397	165
164	5159	5431	5716	6017	6334	164
163	5108	5377	5660	5958	6271	163
162	5057	5324	5604	5899	6209	162
161	5007	5271	5548	5840	6148	161
160	4958	5219	5493	5783	6087	160
159	4909	5167	5439	5725	6027	159
158	4860	5116	5385	5669	5967	158
157	4812	5065	5332	5613	5908	157
156	4764	5015	5279	5557	5849	156
155	4717	4965	5227	5502	5791	155
154	4670	4916	5175	5447	5734	154
153	4624	4868	5124	5394	5677	153
152	4578	4819	5073	5340	5621	152
151	4533	4772	5023	5287	5566	151
150	4488	4724	4973	5235	5510	150
149	4444	4678	4924	5183	5456	149
148	4400	4631	4875	5132	5402	148
147	4356	4586	4827	5081	5348	147
146	4313	4540	4779	5031	5295	146
145	4270	4495	4732	4981	5243	145
144	4228	4451	4685	4931	5191	144
143	4186	4407	4639	4883	5140	143
142	4145	4363	4593	4834	5089	142
141	4104	4320	4547	4786	5038	141
140	4063	4277	4502	4739	4988	140
139	4023	4235	4458	4692	4939	139
138	3983	4193	4413	4646	4890	138
137	3944	4151	4370	4600	4842	137
136	3905	4110	4326	4554	4794	136
135	3866	4069	4284	4509	4746	135
134	3828	4029	4241	4464	4699	134
133	3790	3989	4199	4420	4653	133
132	3752	3950	4158	4376	4607	132
131	3715	3911	4116	4333	4561	131
130	3678	3872	4076	4290	4516	130
129	3642	3834	4035	4248	4471	129
128	3606	3796	3995	4206	4427	128
127	3570	3758	3956	4164	4383	127
126	3535	3721	3917	4123	4340	126
125	3500	3684	3878	4082	4297	125
124	3465	3648	3840	4042	4254	124
123	3431	3611	3801	4002	4212	123
122	3397	3576	3764	3962	4170	122
121	3363	3540	3727	3923	4129	121
120	3330	3505	3690	3884	4088	120
119	3297	3470	3653	3845	4048	119
118	3264	3436	3617	3807	4008	118
117	3232	3402	3581	3770	3968	117
116	3200	3368	3546	3732	3929	116
115	3168	3335	3511	3695	3890	115

CITY OF HUNTINGTON PARK
SALARY GRID SCHEDULE

Grade	A	B	C	D	E	Grade
Grid						Grid
114	3137	3302	3476	3659	3851	114
113	3106	3269	3441	3623	3813	113
112	3075	3237	3407	3587	3775	112
111	3045	3205	3374	3551	3738	111
110	3015	3173	3340	3516	3701	110
109	2985	3142	3307	3481	3664	109
108	2955	3111	3274	3447	3628	108
107	2926	3080	3242	3413	3592	107
106	2897	3049	3210	3379	3557	106
105	2868	3019	3178	3345	3521	105
104	2840	2989	3147	3312	3487	104
103	2812	2960	3115	3279	3452	103
102	2784	2930	3085	3247	3418	102
101	2756	2901	3054	3215	3384	101
100	2729	2873	3024	3183	3351	100
99	2702	2844	2994	3151	3317	99
98	2675	2816	2964	3120	3285	98
97	2649	2788	2935	3089	3252	97
96	2623	2761	2906	3059	3220	96
95	2597	2733	2877	3029	3188	95
94	2571	2706	2849	2999	3156	94
93	2545	2679	2820	2969	3125	93
92	2520	2653	2792	2939	3094	92
91	2495	2627	2765	2910	3064	91
90	2471	2601	2737	2882	3033	90
89	2446	2575	2710	2853	3003	89
88	2422	2549	2684	2825	2973	88
87	2398	2524	2657	2797	2944	87
86	2374	2499	2631	2769	2915	86
85	2351	2474	2605	2742	2886	85
84	2327	2450	2579	2715	2857	84
83	2304	2426	2553	2688	2829	83
82	2282	2402	2528	2661	2801	82
81	2259	2378	2503	2635	2773	81
80	2237	2354	2478	2609	2746	80
79	2214	2331	2454	2583	2719	79
78	2192	2308	2429	2557	2692	78
77	2171	2285	2405	2532	2665	77
76	2149	2262	2381	2507	2639	76
75	2128	2240	2358	2482	2613	75
74	2107	2218	2335	2457	2587	74
73	2086	2196	2311	2433	2561	73
72	2065	2174	2289	2409	2536	72
71	2045	2153	2266	2385	2511	71
70	2025	2131	2243	2362	2486	70
69	2005	2110	2221	2338	2461	69
68	1985	2089	2199	2315	2437	68
67	1965	2069	2177	2292	2413	67
66	1946	2048	2156	2269	2389	66
65	1926	2028	2135	2247	2365	65
64	1907	2008	2113	2225	2342	64
63	1889	1988	2093	2203	2319	63

CITY OF HUNTINGTON PARK
SALARY GRID SCHEDULE

Grade	A	B	C	D	E	Grade
Grid						Grid
62	1870	1968	2072	2181	2296	62
61	1851	1949	2051	2159	2273	61
60	1833	1929	2031	2138	2250	60
59	1815	1910	2011	2117	2228	59
58	1797	1891	1991	2096	2206	58
57	1779	1873	1971	2075	2184	57
56	1761	1854	1952	2054	2163	56
55	1744	1836	1932	2034	2141	55
54	1727	1818	1913	2014	2120	54
53	1710	1800	1894	1994	2099	53
52	1693	1782	1876	1974	2078	52
51	1676	1764	1857	1955	2058	51
50	1659	1747	1839	1935	2037	50
49	1643	1729	1820	1916	2017	49
48	1627	1712	1802	1897	1997	48
47	1611	1695	1785	1878	1977	47
46	1595	1679	1767	1860	1958	46
45	1579	1662	1749	1841	1938	45
44	1563	1645	1732	1823	1919	44
43	1548	1629	1715	1805	1900	43
42	1532	1613	1698	1787	1881	42
41	1517	1597	1681	1770	1863	41
40	1502	1581	1664	1752	1844	40
39	1487	1566	1648	1735	1826	39
38	1473	1550	1632	1718	1808	38
37	1458	1535	1616	1701	1790	37
36	1444	1520	1600	1684	1772	36
35	1429	1505	1584	1667	1755	35
34	1415	1490	1568	1651	1737	34
33	1401	1475	1552	1634	1720	33
32	1387	1460	1537	1618	1703	32
31	1374	1446	1522	1602	1686	31
30	1360	1431	1507	1586	1670	30
29	1346	1417	1492	1570	1653	29
28	1333	1403	1477	1555	1637	28
27	1320	1389	1463	1539	1621	27
26	1307	1376	1448	1524	1604	26
25	1294	1362	1434	1509	1589	25
24	1281	1349	1420	1494	1573	24
23	1268	1335	1405	1479	1557	23
22	1256	1322	1392	1465	1542	22
21	1243	1309	1378	1450	1527	21
20	1231	1296	1364	1436	1511	20
19	1219	1283	1351	1422	1497	19
18	1207	1270	1337	1408	1482	18
17	1195	1258	1324	1394	1467	17
16	1183	1245	1311	1380	1453	16
15	1171	1233	1298	1366	1438	15
Grade	A	B	C	D	E	Grade

CITY OF HUNTINGTON PARK
SALARY GRID SCHEDULE

Grade	A	B	C	D	E	Grade			
Grid							Grid		
Code	Grade Grid	A	B	C	D	E	Grade	Code	
CM1						75		CM1	
CM2						100		CM2	
A99	99.5	2716	2858	3009	3167	3334	99.5	A99	
03A	103.5	2826	2975	3131	3296	3469	103.5	03A	
04A	104.5	2854	3004	3162	3329	3504	104.5	04A	
05A	105.5	2883	3034	3194	3362	3539	105.5	05A	
07A	107.5	2941	3095	3258	3430	3610	107.5	07A	
08A	108.5	2970	3126	3291	3464	3646	108.5	08A	
10A	110.5	3030	3189	3357	3534	3720	110.5	10A	
12A	112.5	3091	3253	3424	3605	3794	112.5	12A	
25A	125.5	3517	3702	3897	4102	4318	125.5	25A	
35A	135.5	3885	4090	4305	4532	4770	135.5	35A	
41A	141.5	4124	4341	4570	4810	5064	141.5	41A	
51A	151.5	4556	4796	5048	5314	5593	151.5	51A	
52A	152.5	4601	4844	5098	5367	5649	152.5	52A	
53A	153.5	4647	4892	5149	5420	5706	153.5	53A	
67A	167.5	5342	5623	5919	6231	6559	167.5	67A	
72A	172.5	5615	5910	6221	6549	6893	172.5	72A	
17C	117.1	3235	3406	3585	3773	3972	117.1	17C	
20C	120.1	3333	3509	3693	3888	4092	120.1	20C	
25C	125.1	3503	3688	3882	4086	4301	125.1	25C	
28C	128.1	3609	3799	3999	4210	4431	128.1	28C	
37C	137.1	3948	4155	4374	4604	4847	137.1	37C	
40C	140.1	4067	4281	4507	4744	4993	140.1	40C	
41C	141.1	4108	4324	4552	4791	5043	141.1	41C	
43C	143.1	4190	4411	4643	4888	5145	143.1	43C	
44C	144.1	4232	4455	4690	4936	5196	144.1	44C	
46C	146.1	4317	4545	4784	5036	5301	146.1	46C	
49C	149.1	4448	4682	4929	5188	5461	149.1	49C	
53C	153.1	4629	4873	5129	5399	5683	153.1	53C	
51C	151.1	4538	4776	5028	5293	5571	151.1	51C	
56C	156.1	4769	5020	5284	5562	5855	156.1	56C	
66C	166.1	5268	5545	5837	6144	6468	166.1	66C	
69C	169.1	5428	5713	6014	6331	6664	169.1	69C	
71C	171.1	5537	5828	6135	6458	6798	171.1	71C	
74C	174.1	5705	6005	6321	6654	7004	174.1	74C	
76C	176.1	5819	6126	6448	6787	7145	176.1	76C	
79C	179.1	5996	6311	6643	6993	7361	179.1	79C	
81C	181.1	6116	6438	6777	7134	7509	181.1	81C	
83C	183.1	6239	6567	6913	7277	7660	183.1	83C	
84C	184.1	6301	6633	6982	7350	7736	184.1	84C	
86C	186.1	6428	6766	7123	7497	7892	186.1	86C	
88C	188.1	6557	6902	7266	7648	8051	188.1	88C	
91C	191.1	6756	7112	7486	7880	8295	191.1	91C	
93C	193.1	6892	7254	7636	8038	8461	193.1	93C	
96C	196.1	7101	7474	7868	8282	8718	196.1	96C	
01D	201.1	7456	7848	8261	8696	9154	201.1	01D	
07D	207.1	7922	8339	8778	9240	9726	207.1	07D	
10D	210.1	8162	8592	9044	9520	10021	210.1	10D	

CITY OF HUNTINGTON PARK
SALARY GRID SCHEDULE
All City Classes

Grade	A	B	C	D	E	Grade		
Grid						Grid		
12D	212.1	8326	8764	9225	9711	10222	212.1	12D
13D	213.1	8409	8852	9318	9808	10324	213.1	13D
16D	216.1	8664	9120	9600	10105	10637	216.1	16D
17D	217.1	8751	9211	9696	10206	10744	217.1	17D
18D	218.1	8838	9303	9793	10308	10851	218.1	18D
20D	220.1	9016	9490	9990	10516	11069	220.1	20D
20E	220.3	9037	9512	10013	10540	11095	220.3	20E
23D	223.1	9289	9778	10293	10834	11405	223.1	23D
24D	224.1	9382	9876	10396	10943	11519	224.1	24D
26D	226.1	9571	10074	10604	11163	11750	226.1	26D
27D	227.1	9666	10175	10711	11274	11868	227.1	27D
28D	228.1	9763	10277	10818	11387	11986	228.1	28D
38D	238.8	10860	11431	12033	12666	13333	238.8	38D
40D	240.1	11001	11580	12190	12831	13506	240.1	40D
43D	243.1	11334	11931	12559	13220	13916	243.1	43D
47D	247.8	11878	12503	13161	13854	14583	247.8	47D
53D	253.1	12625	13289	13989	14725	15500	253.9	53D
54D	254.7	12721	13391	14096	14837	15618	254.7	54D
56D	256.6	12964	13646	14365	15121	15916	256.6	56D
58D	258.8	13236	13932	14666	15438	16250	258.8	58D
59D	259.4	13330	14032	14770	15548	16366	259.4	59D
Code	Grade	A	B	C	D	E	Grade	Code