

COMPREHENSIVE MEMORANDUM OF UNDERSTANDING

Between

Representatives of the

CITY OF WHITTIER, CALIFORNIA

and the

WHITTIER POLICE OFFICERS' ASSOCIATION

July 2023 – June 2026

**Comprehensive Memorandum of Understanding
Between the City of Whittier and the Whittier Police Officers' Association**

**ARTICLE I
GENERAL PROVISIONS**

SECTION 1. Preamble:

This Comprehensive Memorandum of Understanding is made and entered into between the Whittier Police Officers' Association, hereinafter referred to as "WPOA", and the management representatives of the City of Whittier, hereinafter referred to as "City", pursuant to the California Government Code, Section 3500 et. seq.

This document is a good faith effort by the WPOA and City to consolidate decades of separate MOUs into this one document.

During the past several decades, numerous written "side" agreements and/or MOUs have been entered into by the parties. It is possible that some, but not all, of these side agreements/MOU provisions are reflected in this comprehensive MOU. Therefore, the parties reserve their rights to supplement this MOU as may be appropriate where the topic of provisions of a prior and still valid side agreement or prior MOU are not included in this MOU.

Additionally, in preparing this MOU, it was not the intent of the parties to invalidate terms and conditions of employment which are not set forth in this MOU, but which are referenced in a still valid side agreement or prior MOU.

Periodically, the sections described herein will reference dates in parentheses. Those dates are indicative of the particular piecemeal MOU from which the substance of the sections are derived. Said dates are included for reference purposes only.

SECTION 2. Conclusion of Agreement:

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment.

This Comprehensive Memorandum of Understanding shall contain all of the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to employees' wages, hours and other terms and conditions of employment not covered in this MOU are covered by existing ordinances, resolutions, policies and practices of the City of Whittier. Provisions of the Memorandum of Understanding apply only to sworn police personnel in the classified service of the City of Whittier represented by WPOA.

SECTION 3. Term of Agreement:

It is mutually agreed upon that this MOU shall be effective for the period of July 1, 2023 through June 30, 2026.

SECTION 4. City Council Determination:

This Memorandum of Understanding shall be presented to the City Council of the City of Whittier for its determination. Appropriate ordinances, resolutions and other additional actions shall be considered to implement the provisions of the Memorandum of Understanding.

SECTION 5. Separability:

Notwithstanding any other provisions of this Memorandum of Understanding, in the event that any article, section or subsection of the Memorandum of Understanding shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the provisions of this Memorandum of Understanding or impose additional obligations on the City, the City and the WPOA shall meet and confer on the affected article, section or subsection. In such event, all other articles, sections or subsections of this Memorandum of Understanding not affected shall continue in full force and effect.

SECTION 6. Recognition:

The City hereby confirms its recognition of the WPOA as the representatives of Police Officers and Police Sergeants employed by the City.

SECTION 7. Management Rights:

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 Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but not be limited to the following rights:

- (a) To manage the City generally and to determine the issues of policy;
- (b) To determine the existence or non-existence of facts which are the basis of the Management decision;
- (c) To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services;
- (d) To determine the nature, manner, means, technology and extent of services to be provided to the public;
- (e) Methods of financing;
- (f) Types of equipment or technology to be used;
- (g) To determine and/or change the facilities, methods technology, means, and size of the work force by which the City operation is to be conducted;
- (h) To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to the right to contract for or subcontract any work or operation of the City;
- (i) To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and

assignments. The provisions of Article XXVIII shall take precedence over this Article I, Section 7(i).; (Modified 7/10)

- (j) To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- (k) To establish and modify productivity and performance programs and standards;
- (l) To discharge, suspend, demote or otherwise discipline employees for proper cause;
- (m) To determine job classifications and to reclassify employees;
- (n) To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and Codes of the City;
- (o) To determine policies, procedures and standards for selection, training and promotion of employees;
- (p) To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- (q) To maintain order and efficiency in its facilities and operations;
- (r) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
- (s) To take any and all necessary action to carry out the mission of the City in emergencies. (Added 07/90)

SECTION 8. Non-Discrimination:

The City and the WPOA mutually agree not to discriminate against their employees or bargaining unit members based on race, color, age, sex, sexual orientation, mental or physical disability, medical condition, national origin, ancestry, religious creed or marital status. (Modified 07/00) Additionally, the City expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of the law. Any employee who engages in such conduct is subject to disciplinary action. (Modified 07/07)

SECTION 9. Definitions:

- (a) **REGULAR RATE OF PAY.** The unadjusted base salary rate as defined in 9(b), below, plus all remuneration paid to the employee, as is required by the FLSA.
- (b) **UNADJUSTED BASE SALARY RATE.** The rate of pay described in the salary range and step applicable to each classification and person represented by the Association. This rate does not include all remuneration paid to an employee, and is therefore less than, and not equal to the “regular rate” of pay as that term is used in the Fair Labor Standards Act (FLSA).

ARTICLE II **SALARY**

SECTION 1. Salary Schedule:

- (a) Effective the first payroll period commencing on or after July 1, 2023, the City shall increase the salary ranges for all classifications represented by the WPOA by seven

percent (7 %). The result in salary ranges for Police Officers and Police Sergeants would then be as follows:

<u>Classification</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Police Officer	7183	7554	7913	8352	8868	9436
Police Sergeant	9167	9632	10,116	10,679	11,308	12,042

- (b) Effective the first payroll period commencing on or after July 1, 2024, the City shall increase the salary ranges for all classifications represented by the WPOA by five percent (5%). The result in salary ranges for Police Officers and Police Sergeants would then be as follows:

<u>Classification</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Police Officer	7542	7932	8308	8770	9312	9908
Police Sergeant	9625	10,114	10,622	11,213	11,873	12,644

- (c) Effective the first payroll period commencing on or after July 1, 2025, the City shall increase the salary ranges for all classifications represented by the WPOA by four percent (4%). The result in salary ranges for Police Officers and Police Sergeants would then be as follows:

<u>Classification</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Police Officer	7844	8249	8641	9121	9684	10,304
Police Sergeant	10,010	10,518	11,046	11,661	12,348	13,150

The City and WPOA have agreed that for the next three contract terms, the twenty-six (26) comparable cities are recognized as: El Segundo, Anaheim, Irvine, Burbank, Gardena, Garden Grove, Pasadena, West Covina, Covina, Monrovia, La Habra, Alhambra, Fullerton, Brea, Azusa, Downey, Buena Park, Arcadia, Chino, Redlands, Huntington Beach, Monterey Park, South Gate, Ontario, El Monte, and Montebello. Any changes to the list of comparable cities, subsequent to this, must be agreed upon by the City and WPOA.

SECTION 2. Acting Pay (Applicable only to “A” shift patrol):

Police Officers and Sergeants who are regularly assigned on a full-time basis by the Police Chief or the Chief’s designee, to perform the duties of a higher level position on “A” shift patrol shall receive acting pay as follows:

- (a) The Police Officer, when actually working as the Sergeant on “A” shift patrol shall receive a five percent (5%) increase to the unadjusted base salary rate.
- (b) The Sergeant, when actually working as the Lieutenant on “A” shift patrol shall receive a five percent (5%) increase to the unadjusted base salary rate. (1992-1993)

SECTION 3. All salary increases will be paid only to individuals in the employ of the City at the time of MOU adoption by the Council, and employed at the commencement of the payroll period during which time an increase is implemented. (2023-26)

ARTICLE III
LONGEVITY PAY

Eligibility for Longevity Pay:

1. Regular employees who have completed ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30), thirty-five (35), forty (40) years of service with the City of Whittier shall be eligible to receive longevity pay effective the first pay period after July 1, 2021. The longevity pay shall be an annualized amount added to the eligible employee's annual base salary that corresponds to the employee's years of service with the City as follows: 10 years- \$1,500; 15 years- \$2,500; 20 years- \$3,500; 25 years- \$4,500; 30 years-\$5,500; 35 years- \$6,500; 40 years- \$7,500.
2. Longevity pay shall be paid to eligible, sworn Police Officer and Sergeant on a biweekly basis and not as a single lump sum starting on the eligible member's anniversary date.
3. For sworn Police Officers or Sergeants employed by the City of Whittier before July 1, 2021, years of service for the purpose of eligibility for longevity pay only, includes years of service served as a Peace Officer Standards and Training (POST) certified or POST approved Peace Officer in another agency.
4. For sworn Police Officers or Sergeants hired with the City of Whittier on or after July 1, 2021, years of service with the City for the purpose of eligibility for longevity pay, does not include years of service served as a POST certified or POST approved Peace Officer in another agency.
5. The City will report longevity pay to CalPERS as special compensation pursuant to Section 571(a)(5) of the CalPERS regulations. The City does not make any guarantees or assurance that CalPERS will determine that longevity pay is special compensation that qualifies as earnable compensation.

ARTICLE IV
SPECIALTY PAY

See Exhibit A – Examples of Special Assignment Calculations

**SECTION 1. Motor Officer Pay (Motorcycle Patrol Premium) –
Compensation to police officers who are routinely and consistently assigned
to operate and/or patrol on motorcycle:**

The City will pay sworn personnel regularly assigned to two-wheel motorcycles a dollar amount equal to five percent (5%) of the unadjusted base salary rate while so assigned. If the Chief of Police assigns a sergeant to operate a motorcycle on a regular basis, the Sergeant shall also receive the differential.

All cleaning and maintenance of motorcycles that is performed by an officer shall be performed during the officer's regularly scheduled work hours.

The five percent (5%) increase that a Motor Officer receives for hazard duty is inclusive of compensation for the time expended during their non-regularly scheduled work hours to perform associated duties such as cleaning and maintaining a city owned motorcycle. This compensation, at a minimum, is equal to or exceeds the Minimum Hourly Wage required by law. (1990-1992 Addendum May 13, 1991)

By and through the Association, those unit members regularly assigned to motorcycle duty agree that the above additional hours provided each week are reasonably necessary to provide for the cleaning and maintenance of the assigned motorcycle and that these additional "hours worked" are intended to compensate unit members assigned to motorcycle duty for all off duty hours spent cleaning and maintaining their assigned motorcycle, in compliance with the FLSA and interpretive cases and rulings.

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

**SECTION 2. Canine Pay (Canine Officer/Animal Premium) –
Compensation to police officers who are routinely and consistently assigned
to handle, train and board a canine:**

Police sworn personnel assigned to the position of Canine Officer are authorized and will be compensated to work up to twenty-five (25) hours per month during their non-regularly scheduled work hours to perform associated duties such as feeding, caring for and training a City provided canine for law enforcement work. The first eleven (11) hours shall be compensated at the federal minimum wage, which as of September 1, 2018, is \$7.25 per hour (subject to change). The remaining fourteen (14) hours shall be paid at the overtime rate of one and a half (1.5) times the federal minimum wage. In consideration of the time expended to perform these duties during the Canine Officer's non-regularly scheduled work hours, effective the first pay period commencing on or after July 1, 2021, the City shall provide the Canine officer a dollar amount equal to five percent (5%) of his/her unadjusted base salary rate which, at a minimum, is equal to or exceeds the Minimum Hourly Wage required by law. Partial months served shall be paid on a pro-rata basis. (1990-1992 Addendum May 13, 1991; 2007-2010)

By and through the Association, those unit members assigned to canine duty agree that the above additional hours provided each month are reasonably necessary to provide for the care and maintenance of the assigned canine and that these additional "hours worked" are intended to compensate unit members assigned to canine duty for all off duty hours spent caring for and maintaining their assigned canine, in compliance with the FLSA and interpretive cases and rulings.

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

requirements of the FLSA. In addition, all parties believe that this section of the MOU does comply with the requirements of the FLSA.

SECTION 3. Detectives (Detective Division Premium) – Compensation to local police officers who are routinely and consistently assigned to a detective or investigative division or intelligence duties:

A detective assigned to any of the following assignments by the Chief of Police shall receive a dollar amount equal to seven percent (7 %) of his or her unadjusted base salary rate:

1. Auto Theft
2. Burglary/Commercial
3. Burglary/Residential
4. Domestic Violence
5. Forgery
6. Homicide
7. Robbery
8. Sex Crimes
9. Narcotics/Vice (2007-10)
10. TRAP (2007-10)
11. LA Impact (2007-10)
12. POP
13. SET

SECTION 4. Field Training Officer:

A Field Training Officer (FTO) will be identified by a single chevron and star below the police patch on each arm of the uniform shirt and jacket as determined by the Chief of Police. A Field Training Officer shall receive a dollar amount equal to five percent (5%) of his/her unadjusted base salary rate. The decision whether to assign a trainee to an FTO shall be made in the discretion of the Chief of Police or his or her designee. As a condition of eligibility, an FTO shall be required to sign a Special Assignment Agreement (Exhibit "B") and abide by its terms. A Corporal assigned as an FTO shall not receive FTO special assignment pay. (2004-2005; 2007-11)

SECTION 5. Traffic Investigator:

A Traffic Investigator shall receive a dollar amount equal to seven percent (7 %) of his/her unadjusted base salary rate. The decision whether to assign an officer to this Special Assignment shall be made at the discretion of the Chief of Police or his or her designee. If the Chief of Police assigns a sergeant to operate a motorcycle on a regular basis, the sergeant shall also receive the differential.

SECTION 6. Other Special Assignments:

A Police Officer assigned to any of the following assignments by the Chief of Police shall receive a dollar amount equal to five percent (5%) of his/her unadjusted base salary rate.

1. Administrative Bureau
 - a. Community Relations
 - b. Personnel

- c. Training
- 2. Bicycle
- 3. Community Impact Team (CIT)
- 4. School Resource Officer
- 5. Mental Evaluation Team (MET)
- 6. Whittwood

SECTION 7. Sergeant Special Assignments:

Effective July 1, 2021, Police Sergeants assigned to any of the following assignments by the Chief of Police shall receive a dollar amount equal to five percent (5%) of his or her unadjusted base salary rate:

- 1. Administrative Bureau
- 2. Traffic Bureau
- 3. Investigations Bureau (Special Teams)
- 4. Santa Fe Springs Detective Bureau

SECTION 8. Specialty Assignments:

In order to accommodate the Police Department's, need for flexibility in making specialty assignments and in removing officers from said assignments, the parties agree as follows:

- (a) At any time during the first twelve (12) consecutive months that an affected employee is assigned to a special assignment which provides for compensation in addition to the officer's unadjusted base salary rate of pay, said individual shall be subject to removal by the Chief of Police from the special assignment, without cause and/or without the right to any administrative and/or civil appeal. In the case of any such removal, the officer shall no longer receive special assignment pay in addition to the base rate of compensation.
- (b) If the affected employee remains in the special assignment after the completion of an initial twelve (12) consecutive months in that assignment, then the affected employee shall remain in that assignment for an additional 12 consecutive months, which shall be renewable in 12 consecutive month increments at the option of the Chief of Police. The decision of the Chief of Police not to renew shall be without cause and/or without the right to any administrative and/or civil appeal. In the case of any such decision not to renew, the Officer shall no longer receive special assignment pay in addition to the base rate of compensation.
- (c) If the Department seeks to remove the affected employee during any twelve (12) consecutive month period described above in paragraph 2, then the employee is only subject to removal with cause, and the employee shall have the right to contest the removal through the City's administrative appeal process.
- (d) Each individual officer or sergeant holding a special assignment at the time of execution of this MOU and each individual officer or sergeant who is assigned to any special assignment thereafter, shall enter into a written agreement evidencing his/her acceptance of the terms of this provision. The Agreement shall be signed by all incumbent assignees within seven (7) calendar days of City Council adoption of the MOU and shall be signed prior to assignment of an affected employee to a special assignment in the future.

- (e) The Agreement to be signed by each affected employee is attached hereto as Exhibit "B" and incorporated herein by reference as though set forth in full. (2000-2003)

ARTICLE V

STAND BY PAY

A Traffic Investigator, Detectives, or Supervising Sergeants shall be assigned by Chief of Police or designee to be in an available status during after-hours for standby, and after-hour emergency call outs. Officers assigned by Chief of Police or designee to be in an available status during non-working hours, will receive standby pay as follows: one hour at straight time pay on their regular work days, two hours of standby pay on their regular days off, and holidays (maximum total of 10 hours per week, excluding holidays).

The City may assign a Traffic Detective or Traffic Investigator to standby status and shall provide the employee advance written notice of said assignment as soon as practical (when possible, at least eight (8) hours prior to the standby period).

The Officer will receive standby pay whether he/she works or not. An Officer on standby status who does not report to work promptly when called will receive appropriate disciplinary action and will not be paid for the standby duty.

The City has the right to modify stand by assignments and must meet and confer on any issues or impacts, and both parties must agree.

The following will be the maximum amount of staff assigned to standby weekly:

Traffic Division:

<u>Whittier</u>	<u>Santa Fe Springs</u>
One (1) Sergeant	One (1) Sergeant
Two (2) Detectives	Two (2) Detectives

Investigations Division:

<u>Whittier</u>	<u>Santa Fe Springs</u>
One (1) Sergeant	One (1) Sergeant
Two (2) Detectives	Two (2) Detectives

ARTICLE VI

CORPORAL PROGRAM

1. The City agrees to establish a Corporal Program. Corporal is a special assignment to which police officer can be assigned. Corporal is not a separate job classification.
2. A Police Officer appointed to Corporal from December 15, 2004 through September 30, 2006, will be compensated at seven percent (7%) above the unadjusted base salary rate, compounded by POST Pay, he/she would otherwise be entitled to receive as a Police Officer as indicated below:

Example: Police Officer Pay \$30.00 per hour

	\$ 2.70 (9% Pay for POST Advanced Certificate)
	\$32.70
	\$ 2.29 (7% Corporal Pay)
Total	\$34.99 per hour

A Police Officer appointed as a Corporal on and after October 1, 2006, will be compensated at seven percent (7%) above the unadjusted base salary rate, not compounded by any other pay, he/she would otherwise be entitled to receive as a Police Officer as indicated below.

Example: Police Officer Pay	\$30.00 per hour
	\$ 2.70 (9% Pay for POST Advanced Certificate)
	\$32.70
	\$ 2.10 (7% Corporal Pay)
Total	\$34.80 per hour

A Police Corporal appointed as a Police Patrol Corporal, will be compensated at nine percent (9%) above the unadjusted base salary rate, not compounded by any other pay, he/she would otherwise be entitled to receive as a Police Officer as indicated below:

Example: Police Officer Pay	\$30.00 per hour
	\$ 2.70 (9% Pay for POST Advanced Certificate)
	\$32.70
	\$ 2.70 (9% Patrol Corporal Pay)
Total	\$35.40 per hour

3. The compensation a Corporal receives shall not be a factor in determining the appropriate pay differential or compaction with the Police Sergeant salary range prospectively.
4. The City anticipates creating seven (7) Corporal assignments to be assigned in the City of Whittier. The actual number and assignment of Corporals will be based on Department needs as determined by the Chief of Police.
5. Candidates who pass all exams for Corporal will be placed on a list in rank order of their total score (high to low). The Chief of Police can consider from among the top four (4) candidates for a Corporal assignment. Upon assigning 1 of the top 4 candidates, the next highest candidate would be included so there are again four (4) candidates for the Chief of Police to consider. The decision of the Chief of Police shall be final and is not subject to an administrative or civil appeal. The list shall remain in effect for 1 year or until no candidates remain on the list with a total score of 80 or higher, whichever occurs first. However, effective with the first Corporal examination process commencing on or after January 1, 2008, the list shall remain in effect for one (1) year or until no candidates remain on the list with a score of 70 or higher, whichever occurs first.
6. In order to accommodate the Police Department's need for flexibility in making specialty assignments and in removing officers from said assignments, the parties agree as follows:
 - (a) At any time during the first twelve (12) consecutive months that an affected employee is assigned to the special assignment of Corporal, said individual

shall be subject to removal by the Chief of Police from the special assignment, without cause and/or without the right to any administrative and/or civil appeal. In the case of any such removal, the officer shall no longer receive the Corporal title, special assignment pay and designations.

- (b) If the affected employee remains in the special assignment of Corporal after the completion of an initial twelve (12) consecutive months in that assignment, then the affected employee shall remain in that assignment for an additional 12 consecutive months (13 to 24 months). Within ten (10) calendar days following the end of this additional 12-month period, the Chief of Police can decide not to renew the employee's special assignment, without cause and/or without the right to any administrative and/or civil appeal. In the case of any such decision not to renew, the Officer shall no longer receive the Corporal title, special assignment pay and designations. If the Department seeks to remove the affected employee during the twelve (12) consecutive month extension period described in this section (i.e. 13 to 24 months), then the employee is only subject to removal with cause, and the employee shall have the right to contest the removal through the City's administrative appeal process.
 - (c) If the affected employee remains in the special assignment after the completion of an initial twenty-four (24) consecutive months in that assignment, then the affected employee shall remain in that assignment for an additional 24 consecutive months, which shall be renewable in 24 consecutive month increments at the option of the Chief of Police. Within ten (10) calendar days following the end of each 24-month extension period, the Chief of Police can decide not to renew the employee's special assignment without cause and without the right to any administrative and/or civil appeal. In the case of any such decision not to renew, the Officer shall no longer receive the Corporal title, special assignment pay and designations. If the Department seeks to remove the affected employee during the twenty-four (24) consecutive month period described in this section, then the employee is only subject to removal with cause, and the employee shall have the right to contest the removal through the City's administrative appeal process.
 - (d) Each individual Officer prior to a special assignment to Corporal shall enter into a written agreement evidencing his/her acceptance of these terms. The agreement to be signed by each affected employee will be incorporated herein by reference as though set forth in full. The Special Assignment Agreement for Corporal is attached as Exhibit B.
 - (e) A Corporal concurrently assigned to an additional special assignment shall also receive the applicable special assignment pay of the concurrent special assignment (except a Corporal assigned as a Field Training Officer shall not receive special assignment pay as a Field Training Officer).
7. A Corporal, who voluntarily requests and receives approval for a transfer to an assignment or position not designated by the Chief of Police for a Corporal, will no longer receive the Corporal title, special assignment pay or designations upon transfer.
8. A Corporal who is authorized by the Chief of Police to act in a move-up capacity in the absence of a Sergeant shall receive an additional five percent (5%) Move-Up

Pay commencing after he/she serves four (4) continuous weeks in the Move-Up capacity of a Sergeant.

9. A Corporal's duties shall include, but not be limited to, the duties of his/her assignment (such as patrol, detectives, etc.), first line supervisor in the absence of a Sergeant, Crime Scene Investigator, Lead supervisor and Field Training Officer based on the Department's needs as determined by the Chief of Police.
10. Corporals will be designated by a 2-stripe chevron. (2004-2005)

ARTICLE VII **SENIOR POLICE OFFICER**

A Police Officer who has 15 years of service with the Whittier Police Department will be designated as a Senior Police Officer and will wear the current hash marks (not a 2-stripe chevron). A Senior Police Officer is a designation based on years of service, but is not a job classification. (2004-2005)

ARTICLE VIII **P.O.S.T. COMPENSATION PROGRAM**

A. Effective on or after July 1, 2017, the City will pay:

1. Four and one half percent (4.5%) of unadjusted base salary rate increase to unit members who possess an Intermediate POST Certificate;
2. Nine and one half percent (9.5%) of unadjusted base salary rate increase to unit members who possess an Advanced POST Certificate (inclusive of the pay for an Intermediate Certificate);
3. Eleven and one half percent (11.5%) of unadjusted base salary rate increase to unit members who possess a Supervisory POST Certificate (inclusive of the pay for an Intermediate or Advanced Certificate).

B. Effective the first pay-period beginning on or after July 1, 2018, the City will pay:

1. Five percent (5%) of unadjusted base salary rate increase to unit members who possess an Intermediate POST Certificate;
2. Ten percent (10%) of unadjusted base salary rate increase to unit members who possess an Advanced POST Certificate (inclusive of the pay for an Intermediate Certificate);
3. Twelve percent (12%) of unadjusted base salary rate increase to unit members who possess a Supervisory POST Certificate (inclusive of the pay for an Intermediate or Advanced Certificate).

C. Effective the first pay-period beginning on or after July 1, 2023, the City will pay:

1. Five percent (5%) of unadjusted base salary rate increase to unit members who possess an Intermediate POST Certificate;

2. Eleven percent (11%) of unadjusted base salary rate increase to unit members who possess an Advanced POST Certificate (inclusive of the pay for an Intermediate Certificate);

3. Thirteen percent (13%) of unadjusted base salary rate increase to unit members who possess a Supervisory POST Certificate (inclusive of the pay for an Intermediate or Advanced Certificate).

D. The aforementioned percentages are not cumulative. For example, a unit member who possesses a Supervisory POST Certificate will be entitled to a salary increase of no more than thirteen percent 13% of his or her unadjusted base salary rate.

ARTICLE IX **EDUCATION COMPENSATION**

SECTION 1. Police Officers:

Effective the first payroll period commencing on or after July 1, 2006, eligible employees shall receive the following education-related compensation to be determined as follows, and in addition to any POST certificate compensation for which the employee is eligible:

1. Associate's Degree - two percent (2%) unadjusted monthly base salary increase of Police Officer, Step 6, regardless of the classification of the eligible employee.
2. Bachelor's Degree - four percent (4%) unadjusted monthly base salary increase of Police Officer, Step 6, regardless of the classification of the eligible employee (inclusive of any pay for an AA Degree).
3. Master's Degree - five percent (5%) unadjusted monthly base salary increase of Police Officer, Step 6, regardless of the classification of the eligible employee (inclusive of any pay for an AA and/or BA Degree).
4. Degrees rendering an employee eligible for the percentage dollar amounts described herein, shall be earned from an accredited college/university as determined by the City in using recognized publications describing such accreditation. (2005-07)

The aforementioned percentages are not cumulative. For example, a unit member who possesses a Master's Degree will be entitled to a salary increase of no more than five percent (5%) of his or her unadjusted base salary rate.

SECTION 2. Sergeants:

Effective the first payroll period commencing on or after July 1, 2021, eligible Sergeants shall receive the following education-related compensation to be determined as follows, and in addition to any POST certificate compensation for which the employee is eligible:

1. Associate's Degree - two percent (2%) unadjusted monthly base salary increase of Sergeant current pay step.
2. Bachelor's Degree - four percent (4%) Unadjusted monthly base salary increase of Sergeant current pay step (inclusive of any pay for an AA

Degree).

3. Master's Degree - five percent (5%) unadjusted monthly base salary increase of Sergeant current pay step (inclusive of any pay for an AA and/or BA Degree).

The aforementioned percentages are not cumulative. For example, a unit member who possesses a Master's Degree will be entitled to a salary increase of no more than five percent (5%) of his or her unadjusted base salary rate.

ARTICLE X OVERTIME PAY

SECTION 1. Overtime

- a. Employees shall receive premium overtime compensation of one and one-half times their regular rate of pay (as that term is used by the FLSA) for all hours worked in excess of the employee's regularly scheduled hours.
- b. For purposes of this section, all paid leave shall be considered "hours worked" for the determination of an employee's entitlement to premium overtime compensation.
- c. Notwithstanding the foregoing, an employee shall be paid his or her regular rate of pay for all "extra duty" hours worked at school activities or the Whittwood Mall.

SECTION 2. Call Back Pay:

An employee who is either called back to duty once he/she has completed his/her tour of duty and has been officially relieved (whether or not he/she had actually left work) or called in to work prior to his/her regular duty time when there has not been at least eight hours advance notice shall be paid at time one half the employee's FLSA regular rate of pay, starting when the employee leaves their home until discharged or normal work schedule commences, with a minimum of three (3) hours.

SECTION 3. Overtime Assignments:

The Department will continue to offer the overtime opportunities first to police officers. If there are not enough police officers who sign up for each overtime assignment, the Department will provide personnel in higher sworn ranks the option to sign up for the overtime assignment. Personnel in higher sworn ranks who sign up for the overtime would be paid commensurate with his/her current unadjusted base salary rate of pay.

Example: If a Sergeant, who possesses a POST Advanced certificate, volunteers to work overtime as described in this section, has an unadjusted base salary hourly rate of pay of \$35 per hour, the Sergeant's rate of pay would be calculated as follows:

$$\begin{array}{r} \$35.00 \text{ per hour} \\ + 3.50 \text{ (10\% POST Advanced Certificate)} = \\ \hline 38.50 \text{ per hour} \\ \times 1.5 \text{ Time and one half} \\ \hline \$57.75 \text{ per hour} \end{array}$$

(2004-2005)

ARTICLE XI
COMPENSATORY TIME

1. Effective July 1, 1988, the comp time accrual policy will be revised to allow the employee to take hours 1 through 40 as paid time off or be compensated in cash. If the employee elects to sell hours 1 through 40 back to the City, hours over 40 must have been used.
2. Sworn personnel may accrue a maximum of one hundred (100) hours of Compensatory Time Off. (1992-1993)

ARTICLE XII
COURT ON-CALL PAY

Effective the first pay period commencing on or after July 1, 2023, when an off-duty unit employee is placed on-call for a court/DMV proceeding arising out of the employee's employment with the City, the employee shall be paid for 2.5 hours at the employee's regular rate for each morning court session and 2.5 hours for each afternoon court session that the employee is in such on-call capacity. An employee who is on call who is required to physically appear for a court/DMV proceeding shall be paid for a minimum of 3 hours or their actual time spent in court, whichever is greater, at time and one half the employee's regular rate of pay in lieu of any on-call compensation for that court session. Where an employee is required to physically appear at a morning court/DMV proceeding at 8:30 a.m. and has worked the 6:30 p.m. to 6:30 a.m. shift that started on the preceding day, the employee has the option to work from the end of the shift at 6:30 a.m. up until the court/DMV proceeding at 8:30 a.m. The employee may elect to receive either pay or compensatory time off for such court on-call pay.

ARTICLE XIII
BILINGUAL PAY

1. A Police Officer or Sergeant who speaks and understands Spanish, or any other language designated by the Police Chief (other than English), shall be compensated an additional two hundred dollars (\$200) per month.
2. In addition to those that qualify for Spanish bilingual pay, up to 10 additional police officers or sergeants who primarily work a patrol shift and who speak and understand a different language other than English (includes American Sign), shall be compensated an additional two hundred dollars (\$200) per month. The additional police officers or sergeants who receive this pay shall be selected on seniority and a first come basis. Thus, the first 10 police officers or sergeants who apply for and are eligible shall be selected to receive the pay. Those eligible police officers or sergeants who apply afterwards may be placed on a waiting list pending availability.
3. An employee shall only be eligible to receive a total of two hundred dollars (\$200) per month for bilingual pay irrespective of the number of eligible languages they speak and understand.
4. An eligible employee may apply for this pay at any time but must pass an initial and renewal competency test administered by the City that measures if the employee is fluent at a conversational level in speaking, reading and writing that language. The

skill level associated with the competency test shall not be modified during the term of this agreement.

5. Any employee who receives bilingual pay pursuant to this Article XI shall use their bilingual skills as needed and/or directed by a supervisor. If an employee does not use his or her bilingual skills as needed and/or directed, the Chief may revoke bilingual pay for the employee. This subsection shall not be interpreted to limit the Chief's discretion to take any other personnel action he or she deems appropriate if an employee fails to use their bilingual skills as necessary and/or directed.
6. The City may require re-certification of an employee's bilingual skills on a periodic basis as may be determined by the City.
7. Employees on any form of leave time in excess of 30 consecutive calendar days shall be deemed not to be using their bilingual skills on a regular basis and shall be ineligible to receive bilingual pay until they return to duty.
8. An employee, who becomes certified to receive bilingual pay, shall be compensated with said pay effective the beginning of the first pay period immediately following certification.
9. In the event an employee is not successful in passing such competency testing to qualify for bilingual pay, or has his or her bilingual pay revoked by the Chief, said employee may re-apply for eligibility at least six (6) months after the testing. (1992-1993, 2004-2005)

ARTICLE XIV **PAGER PAY**

1. Police Officers and Police Corporals, except those assigned to the Patrol Division or those Whittier detectives who receive the above detective pay, who are required by the Police Chief to carry an active pager on their person during non-work hours shall receive \$50 per month or pro-rated equivalent for each day they actually carry the pager. (1990-1992)
2. A Police Canine Officer, who is required by the Police Chief to carry an active pager on their person during non-work hours shall receive Pager Pay currently at the rate of the fifty dollars (\$50) per month. (1994-1996)
3. As regards Detectives, effective during and after the first payroll period commencing after Council approval of the 2005-2007 MOU, any and all pager pay compensation shall be eliminated, with individuals in the detective assignments being required to carry an active pager and to respond to a page. (2005-2007)

ARTICLE XV **UNIFORM ALLOWANCE**

1. The City shall increase the one-time payment provided to newly appointed sworn personnel for Police Department prescribed uniform and equipment up to \$1,200. Items shall be purchased from a Police Department designated supplier. In the event that the officer resigns his/her employ with the City within three (3) years from their appointment date as a sworn police officer, the City shall deduct from the officer's final

compensation the amount paid by the City for the officer's uniform/equipment up to the \$1,200 as provided above. (1992-1993)

2. The City shall provide newly appointed Motor Officers a one-time payment of up to \$700 for Police Department prescribed uniform and equipment. Items shall be purchased from a Police Department designated supplier. (1992-1993)
3. Effective July 1, 2021, the City will provide to each sworn Police Officer and Sergeant a separate check in December of each year in the amount of \$1,200 for his/her uniform maintenance, repair and replacement.
4. If a Police Officer's or Sergeant's uniform is not in an appropriate condition, the affected employee can be required by his/her supervisor to purchase a new uniform. This requirement is not a grievable matter. (2004-2005)
5. The City will report the uniform allowance to CalPERS as special compensation pursuant to Section 571(a)(5) of the CalPERS regulations. The City does not make any guarantees or assurance that CalPERS will determine that the uniform allowance is special compensation that qualifies as earnable compensation. In accordance with the Public Employees' Pension Reform Act (PEPRA), an employee hired on or after January 1, 2013 and classified as a "new member" within PEPRA is not eligible to have uniform allowance paid by the City reported to CalPERS as special compensation.

ARTICLE XVI
EMPLOYEE RELATIONS RESOLUTION, NEPOTISM POLICY AND
LIMITED HOUR POLICE OFFICER POLICY

Attached to this MOU as Exhibit D is the CITY OF WHITTIER EMPLOYER-EMPLOYEE ORGANIZATION RELATIONS RESOLUTION, as Exhibit E is the CITY OF WHITTIER NEPOTISM – APPOINTMENT POLICY, and as Exhibit F is the CITY OF WHITTIER LIMITED HOUR POLICE OFFICER POLICY. Exhibit G is reference to the POLICE RESIDENCE INCENTIVE PROGRAM. (The POLICE RESIDENCE INCENTIVE PROGRAM is acknowledged as existing, but in view of its length, is not attached to the MOU. The entirety of Exhibit G is available in the Community Development Department for copying.) The parties dispute whether or not implementation of any or all of the Exhibits is subject to first engaging in the meet and confer process. The City takes the position that the subject matter of each and all Exhibits are not subject to the meet and confer process, with the WPOA maintaining a contrary position. Inclusion of any and all of these Exhibits within the MOU does not represent a waiver by either party of its respective position. However, inclusion of any and all of these Exhibits within the MOU does represent acceptance by each party that each Exhibit shall be implemented upon adoption of the MOU. (Regarding Exhibit E, the City is not mandated to implement Exhibit E, but may do so at its discretion.)

ARTICLE XVII
LEAVES

SECTION 1. Vacation Leave:

- A. Vacation Leave Accrual

Police Officers and Police Sergeants shall accrue annual vacation leave, on a pro-rata basis, predicated on continuous service, according to the following schedule:

<u>Sworn Police Annual Vacation</u>	
<u>Beginning</u>	<u>Leave Accrual</u>
Date of Hire	80 Hours
Upon Completion Of:	
5th Year	128 Hours
10th Year	136 Hours
11th Year	144 Hours
12th Year	152 Hours
13th Year	160 Hours
14th Year	176 Hours
15th Year	184 Hours
20th Year and every year thereafter	192 Hours

Police Officers who have completed six (6) months of employment during their 12-month probationary period and have an overall satisfactory performance review on file in the Human Resources Department, will be credited with forty (40) hours of vacation leave for use. Notwithstanding the above, a Lateral Entry Police Officer, upon completion of his/her field training, as determined by the City, may use their accrued vacation leave during their probationary period.

B. Annual Vacation Leave Cash In

Effective the first pay period in January 2008, an employee can cash in up to 80 hours of accrued unused vacation leave if he/she has used at least 80 hours of vacation leave in the prior year (defined as the start of the first pay period through the end of the last pay period of the calendar year) and after the cash in he/she will have an accrued unused vacation leave balance of at least 100 hours. Employee requests must be submitted in writing to the Director of Human Resources no later than the end of the first pay period in November. The employee will be paid at his/her unadjusted base hourly rate of pay in the second pay period in November. The number of accrued unused Vacation Leave hours cashed in by the employee will be deducted from his/her Vacation Leave accrual balance.

SECTION 2. Holidays:

That the following days shall be deemed to be holidays for the City of Whittier:

1) January 1st, known as New Year's Day;

(2) The third Monday in January, known as Martin Luther King Jr.'s birthday;

(3) The third Monday in February, known as Presidents' Day;

()

() The last Monday in May, known as Memorial Day;

(5) June 19th, known as Juneteenth Day;

(6) July 4th, known as Independence Day;

(7) The first Monday in September, known as Labor Day;

8) November 11th, known as Veterans Day;

- (9) The day in November designated as Thanksgiving Day, and the day immediately following such Thanksgiving Day;
- (10) December 24th, known as Christmas Eve, the last four (4) hours of scheduled work day;
- (11) December 25th, known as Christmas Day;
- (12) December 31st, known as New Year's Eve, the last four (4) hours of scheduled work day.

A holiday is reflective of the employee's work schedule (such as 5-8, 9-80, 4-10, or alternating patrol schedules etc.) up to a maximum of twelve and half (12.5) hours, unless fewer hours are indicated for a holiday in this section such as a four (4)-hour holiday.

An employee working on the date of the actual holiday as designated in Section 2 (1-12) above, shall be compensated at the regular hourly rate of pay for the actual holiday hours worked. (Example: For a twelve and one half (12 ½)hour holiday, a 12 ½ hour per day employee working on December 25 shall be compensated for 12 ½ hours at straight time, plus 12 ½ hours of holiday straight time, plus 6.25 hours of holiday pay at straight time, resulting in a total of 31.25 hours of straight time pay.)

If an employee is not scheduled to work on a holiday in Section 2 (1-12) above, and does not work, the employee receives the number of hours of holiday pay reflective of the employee's work schedule up to 12 ½ hours (or 4 hours, if a ½ day holiday) at straight time.

If an employee is scheduled to work a holiday designated in Section 2 (1-12) above, and in fact does not work the holiday, the employee receives 12 ½ (or 4) hours of holiday pay at a straight time. The employee shall elect to use accrued, unused vacation or compensatory time off leave to make up the difference, if any, between the holiday pay and the number of hours the employee was scheduled to work.

An employee is entitled to receive Holiday Pay only once for each holiday indicated in this section. For example, if a 12 ½ hour per day employee works on a Friday preceding a holiday that falls on Saturday and on the next day he/she works the actual Saturday holiday, he/she would be paid straight time for the hours worked on Friday. If an actual holiday occurs on a consecutive Saturday and Sunday, and the employee works both of those holidays, he/she would be paid a total of 25 hours of straight time per holiday, consistent with the above example.

Based on each department's work hours and days of operation, if January 1, June 19, July 4, November 11, December 24, 25 or 31 fall on a Saturday or Sunday, and that day is the employee's scheduled day off from work, the affected employee may receive a different day off with pay at his/her regular hourly rate of pay in lieu of the actual holiday as follows:

Actual Holiday Falls On Employee's Day Off

Saturday
 Sunday
 Consecutive Friday/Saturday or
 Consecutive Sunday/Monday

**Employee Will Be Given Day Off
 With Pay:**

Preceding Friday
 Following Monday
 City Manager designates day off
 in lieu of actual holiday.

For certain employees, if the actual holiday falls on the employee's scheduled day off from work, and the employee does not work on that day, he/she shall be paid at his/her regular

hourly rate of pay in lieu of the actual holiday, or will be given a different day off with pay at his/her regular hourly rate of pay in lieu of the actual holiday as determined by his/her department head.

SECTION 3. Sick Leave:

It is agreed that the maximum sick leave accrual shall be 180 days. (1975-1976)

Upon separation, an employee shall receive cash compensation for unused accrued sick leave hours between 500 through 840 hours (a maximum of 340 hours). (1988-1989)

SECTION 4. Disability Pay:

Effective July 1, 1989, employees represented by WPOA will participate in the City's established disability pay program for non-job related injuries and illnesses. (1989-1990)

SECTION 5. Bereavement Leave:

All regular employees will be granted up to five (5) working days time off in the event of death in the immediate family. Immediate family is defined to mean the employee's parent, child, sibling, spouse, grandparents, and grandchild, and spouse's immediate family, grandparents and grandchild. In the event an employee is required to travel outside the boundaries of Los Angeles County because of death in the immediate family the Department Head shall have the authority, subject to the approval of the City Manager or designee, to grant additional time off as in his/her opinion would be reasonably required for travel which shall be charged to accrued leave or compensatory time. Employees are also allowed up to an additional twenty-four (24) hours of paid leave, not charged to sick leave, to serve as an executor/executrix concerning a deceased "immediate family member." The employee must provide proof that he/she is the executor/executrix of the deceased "immediate family member."

For the purpose of using Bereavement Leave, "in-law" shall mean death of a current father-in-law or mother-in-law. All other terms and conditions shall remain unchanged. (1994-1996)

SECTION 6. Personal Necessity Leave:

The City agrees to amend Standard Operating Procedure No. 35, which provides for 24 hours Personal Necessity leave for each fiscal year, chargeable to accumulated sick leave, to include sworn police officers, effective April 28, 1980.

Effective the first pay period that begins in July 1990 personnel in classifications represented by WPOA may use Personal Necessity Leave in one (1) hour increments. All other terms and conditions concerning Personal Necessity Leave shall remain unchanged. (1990-1992)

ARTICLE XVIII
HEALTH INSURANCE

SECTION 1. Group Insurance (Medical, Dental, Prescription) – Active Employees:

Effective August 1, 2023 through August 1, 2026, the City shall pick up all medical and dental premium increases and the employees' existing premium contribution rates shall remain the same as they were effective August 1, 2020.

SECTION 2. Flexible Reimbursement Account Program:

The City will automatically enroll all eligible employees in the "health insurance premiums" category under the current Flex-RAP (Flexible Reimbursement Account Program) Section 125 Plan in an amount equal to each employee's contribution toward his/her health insurance coverage. Employees who do not want to participate in this category of the Flex-RAP Plan can so indicate in writing on the appropriate form during the City's Annual Insurance Open Enrollment Period and pay their health insurance contributions on an after-tax basis.

SECTION 3. Vision Insurance:

The City shall pay the premium for the City sponsored Vision Insurance Plan for the employee only. Effective the first payroll period commencing on and after July 1, 2010, each WPOA represented unit member having one or more dependents eligible for multi-party vision insurance coverage, shall enroll all eligible dependents in multi-party vision insurance pursuant to the City sponsored vision insurance plan. The premium cost of any such multi-party enrollment shall be borne 100% by the employee. (Modified 7/10)

SECTION 4. Group Insurance – Retirees:

Retiree Insurance Program Guidelines

1. Program to cover all employees retiring after July 1, 1985.
2. Must be 50 years of age or older.
3. Must have at least 15 years of service credit as a CalPERS safety member.
4. City contribution of \$415 per month toward retiree premiums shall be in effect until the retiree is Medicare eligible or age 65, whichever occurs first.
5. Program coverage to include medical/dental only.
6. The thirteen (13) existing retired sworn police employees may continue to participate at their own expense.
7. Maximum lifetime coverage \$1,000,000.
8. Disability Retirees may participate a maximum of two (2) years or until gainfully employed and/or obtain other health plan coverage.

Effective July 1, 1988, the Retiree Insurance Program Guidelines (WPOA MOU 1985) are also revised to clarify 15 years of service criteria to mean serve under the P.E.R.S. system, including employment with another employer. (1988-1989)

Effective August 1, 1992, those retirees who retired after July 1, 1985, and are eligible to receive the City contribution for medical insurance, may select a non-City offered medical insurance plan. Retirees who opt for coverage under a non-City offered medical insurance plan shall submit proof of such coverage and premium payment in the manner prescribed by the Human Resources Department and will be reimbursed by the City not to exceed the maximum City contribution for retiree medical insurance. Once City medical insurance coverage is terminated it cannot be reinstated. (1992-1993)

Effective August 1, 1992, in the event that a retiree passes away and is survived by his/her spouse, both of whom are enrolled in the City offered medical insurance plan, the spouse

has the option to continue their medical insurance coverage through the City. The surviving spouse shall bear the full cost of the insurance coverage. The surviving spouse shall be subject to all other terms and conditions of the City's Retiree Insurance Program. (1992-1993)

Effective for the month following the City Council's approval of this MOU, the City will increase the monthly contribution to those retirees in classifications represented by the WPOA who retired after July 1, 1985, by twenty-five dollars (\$25) up to a maximum of four hundred fifteen dollars (\$415) per month for the cost of their health insurance. (2003-2004)

ARTICLE XIX **RETIREMENT**

A. Unless otherwise indicated, applicable as to all unit members, except those who are "New Members" as defined in the California Public Employees' Pension Reform Act of 2013:

The City's contract with CalPERS for affected employees who are public safety members includes the following:

- (1) 3%@50 Full formula (California Government Code Section 21362.2)
- (2) One-Year Highest Compensation (California Government Code Section 20042)
- (3) Credit for Unused Sick Leave (California Government Code Section 20965)
- (4) Pre-Retirement Optional Settlement 2 Death Benefit (California Government Code Section 21548)
- (5) Third level of 1959 Survivor Benefits (California Government Code Section 21573)
- (6) The City pays the affected employee's nine percent (9%) contribution as safety members to CalPERS.
 - a. Effective the first payroll period commencing on or after July 1, 2013, the City's payment of affected employees' normal member contributions shall be reduced to six percent (6%).
 - b. Effective the first payroll period commencing on or after July 1, 2014, the City's payment of affected employees' normal member contributions shall be reduced to three percent (3%)
 - c. Effective the first payroll period commencing on or after July 1, 2015, the City's payment of affected employees' normal member contributions shall be eliminated (0%)
- (7) Effective the first payroll period commencing on or after July 1, 2016, unit employees shall pay three percent (3%) of compensation earnable as additional member contributions pursuant to California Government Code 20516(a). This subsection (7) applies to all unit members including "New Members."

B. Applicable as to all unit members who are “New Members” as defined in the California Public Employees’ Pension Reform Act of 2013:

The City’s contract with CalPERS for affected employees who are “New Member” public safety members includes the following:

- (1) 2.7%^{@57} retirement formula (California Government Code Section 7522.25(d))
- (2) Credit for Unused Sick Leave (California Government Code Section 20965)
- (3) Pre-Retirement Optional Settlement 2 Death Benefit (California Government Code Section 21548)
- (4) Third level of 1959 Survivor Benefits (California Government Code Section 21573)
- (5) Final Compensation based on the average of the highest consecutive thirty-six months (California Government Code Section 7522.32).
- (6) The “New Member” employee shall pay 50% of the applicable normal cost member contribution (California Government Code Section 7522.30(c)).

As soon as is reasonably practicable on and after July 1, 2010, the City shall take those steps necessary to allow implementation by it of the California Government Code Section 20903 ADDITIONAL SERVICE CREDIT (GOLDEN HANDSHAKE) – LOCAL MEMBER provisions for classifications of employees represented by the WPOA. Additionally, commencing as soon as is reasonably practicable on and after July 1, 2010, representatives of the City and the WPOA shall continue to engage in the meet and confer process regarding additional methods by which to provide early retirement incentives to unit members who at the time of a prospective retirement and within a designated window period of time for implementing said prospective retirement, have completed five years of City of Whittier service and have attained age 50. Any such incentive plans shall only be implemented by mutual agreement of the City and any affected employee. (Modified 7/10)

ARTICLE XX

POLICE RESIDENCE INCENTIVE PROGRAM

The City established the Police Residence Incentive Program to provide eligible sworn police personnel a lifetime loan up to \$75,000 to purchase and/or remodel the employee’s principal residence within the City of Whittier.

ARTICLE XXI

DISTANCE-BASED RESIDENCE RESTRICTION

To ensure timely response in the event of an emergency deployment, sworn members are required to maintain their primary residence and reside within 120 road miles of the

Whittier Police Department. Current members as of July 1, 2021, are exempt from this requirement.

ARTICLE XXII
DUES DEDUCTION

The City agrees to continue payroll deductions for WPOA dues as authorized by employees. (1976-1977)

ARTICLE XXIII
WAGE GARNISHMENT FEE

Effective the first pay period that begins in July 1990, in the event the City is required to garnish the wages of employees in classifications represented by WPOA the employee will be charged an administrative fee of \$35 per occurrence and a recurring fee of \$5 for each paycheck in which their wages are garnished. The City shall recover the above fees by deducting the amount from the employee's paycheck affected by the garnishment. (1990-1992)

ARTICLE XXIV
NON-SMOKING POLICY

Effective upon the City's development and dissemination of a Standard Operating Procedure to affected personnel, employees in classifications represented by WPOA shall be prohibited from smoking or using any tobacco products of any kind in City facilities or City vehicles at any time. (1990-1992)

ARTICLE XXV
ADVANCED PAYCHECKS

The City will not issue an advance paycheck to an employee if he/she is scheduled to return to work on the Monday immediately following a Friday payday. (2000-2003)

ARTICLE XXVI
FITNESS EXAMINATIONS

Personnel Rules and Regulations, Article VIII, Section 6 "Medical Examination" provides that: Passage of a medical examination shall be required of all employees of the City prior to appointment. Any employee who in the opinion of the medical examiner is physically or mentally incapable after being hired, of continuing to meet the essential requirements of his/her position, may be assigned to a classification of work which he/she is physically capable of performing if such position is available; otherwise, any such employee may be dismissed. If an eligible fails to pass a medical or physical examination his name shall be stricken from the eligible list.

The intended impact of the proposed change is as follows:

1. The inclusion of examination of mental capability in the medical examination procedures used to determine fitness for continued employment with the City; a current practice not identified in Article VIII, Section 6.

2. The preservation of administrative latitude in making disposition of cases wherein physical or mental incapability is ascertained by qualified medical examiners.
3. The transfer of the appeal process available to employees affected by this section of the Personnel Rules and Regulations from Section 804 of the City Charter which deals with disciplinary matters, to the Grievance Procedure contained in Article XIV of the Personnel Rules which deals with "...any matter relating to the terms and conditions of employment..." except for disciplinary actions or proceedings.

ARTICLE XXVII **GRIEVANCES**

SECTION 1. Purpose:

The purpose of this Article is to provide for an employee grievance, within the scope and framework of the existing Personnel System. For purposes of this Rule, the word "grievance" shall mean and include any violation of the City's Personnel Rules, Salary Resolution, Standard Operating Procedures or applicable MOU that has adversely affected any individual employee, but shall not include any disciplinary action or proceeding or the content of a performance evaluation.

SECTION 2. First Review Procedure:

The Association or an employee believing that he/she has a grievance must present such to their immediate supervisor verbally for informal discussion within fifteen (15) working days from the occurrence of the act or omission, or within fifteen (15) working days from the time such employee knew or should have known of such act or omission.

The employee's immediate supervisor shall schedule a time for discussion of such grievance within five (5) working days from the time of notice by the employee. The supervisor shall respond to the employee within ten (10) working days from the date of their discussion.

Failure of the employee to notify his/her immediate supervisor within the fifteen (15) days shall make such a grievance null and void. Failure of the supervisor to schedule a meeting with the employee within the five (5) days shall permit the employee to appeal to the next level of review.

SECTION 3. Second Review Procedure:

If the grievance is not resolved at the "First Review" the employee may submit a formal written grievance pursuant to the following guidelines:

- (a) The grievance must be in writing and contain a brief explanation of the act or omission, the specifics as to time, date, place, and other personnel involved where appropriate, the specific rule or provision violated, how the employee has been adversely affected, and the solution the employee is asking for.
- (b) The grievance must be submitted within ten (10) working days from the date of the determination by the employee's immediate supervisor in the first review procedure. A written grievance containing the information specified in subsection

(a) above that is timely submitted, but is not on the prescribed grievance form, will be accepted.

(c) The grievance must be addressed to the Department Head.

Failure of the employee to submit such written grievance within the ten (10) working days shall render the grievance null and void.

The Department Head shall, on receiving the written grievance, proceed to investigate the specifics of the alleged grievance, including meeting with the employee unless both the department head and employee mutually agree not to meet. After such investigation, the Department Head shall prepare a "Grievance Report" which shall summarize the findings of the investigation and render a decision based on the facts reviewed. Such decision shall be consistent with the facts reviewed. Such decision shall be consistent with the City Charter, the Personnel Rules and Regulations, applicable Standard Operating Procedures, Departmental Rules, and any applicable Memoranda of Understanding.

The Department Head shall render such decision within fifteen (15) working days from receipt of the written grievance from the employee. If no such decision is made by the Department Head within the fifteen (15) working days specified, the employee may appeal to the next level of review without any further delay.

SECTION 4. Third Review Procedure:

An employee who is dissatisfied with the determination made by the Department Head, or who has not received a timely response from the Department Head, may appeal such determination to the City Manager. Such appeal must be made within ten (10) working days from date of receipt of the Department Head's determination. The employee shall include for the City Manager's review the specific reasons of dispute with respect to the determination of the Department Head. If the City Manager determines that a hearing is necessary, at least five (5) days notice shall be given to all parties. If a hearing is not conducted, the City Manager or designee will meet with the employee unless both the City Manager/designee and employee agree not to meet. In any case, the City Manager shall investigate the grievance and shall render a determination, in writing, within thirty (30) days from the date of receipt of the appeal from the employee.

SECTION 5. Appeal to the Personnel Board:

An employee who is dissatisfied with the determination of the City Manager in the third review procedure may appeal such determination to the Personnel Board within fifteen (15) days from the date of receiving such determination from the City Manager. The Secretary of the Board, upon receiving a timely appeal, shall place the matter on the next agenda of the Personnel Board, however, such time may not exceed thirty (30) days from the date of receiving said appeal. Notice of the time and place of the hearing on such matter by the Board shall be given to all parties at least fifteen (15) days in advance of any scheduled hearing.

Upon receiving such appeal, the Board shall consider the grievance, the grievance report, the determination of the City Manager, and the evidence submitted at the scheduled hearing. At the time of the hearing before the Board, all interested persons shall be given an opportunity to be heard. Upon conclusion of such hearing, the Board shall, in written form, determine whether or not the grievance, as presented, is meritorious, i.e., whether the employee's position is consistent with the Personnel Rules and Regulations, the City Charter, and all other valid administrative rules and Memoranda of Understanding. If the

Board finds the grievance to be meritorious, it shall order such remedies as it deems proper which shall also be consistent with the Rules and Regulations, the Charter, and valid administrative rules and Memoranda of Understanding. On approval of such written findings by the Board, the Secretary shall serve on all parties copies of such findings, recommendations, and orders.

All such hearings, findings, recommendations, and orders shall be made by the Personnel Board within sixty (60) days from the date of the first scheduled hearing.

The findings of the Personnel Board shall be final and conclusive, except as provided in Section 6 "Review by the City Council" hereinafter.

SECTION 6. Review by the City Council:

The City Council, within thirty (30) days after the giving of notice by the Personnel Board's action, upon its own motion, upon request of the affected employee or the City Manager, by motion carried by not less than three (3) affirmative votes, may determine to review such matter. Where the City Council so determines, such review shall be based solely upon the Board's records and files, including summaries of testimony given. The City Council thereafter shall approve, disapprove, or approve with modification the decision rendered by the Personnel Board. The City Council's action shall be final and conclusive in all cases.

SECTION 7. Notices:

Notices pursuant to this Article shall be given either by personal service upon all parties to be notified, or by depositing in the United States Postal Service, postage prepaid, addressed to the last known address of each party. For the purpose of this Article, notice shall be deemed to have been given as of the date of such personal service or as of the date of deposit of such notice in the course of transmission of said United States Postal Service.

SECTION 8. General:

- (a) All determinations, decisions, findings, and orders shall be final at the level of review which rendered unless timely appeal is made by the affected employee.
 - (b) All time limits specified in all provisions herein may be extended by mutual consent of all parties.
 - (c) The employee may have a representative of their choosing commencing with the second review procedure.
 - (d) A "working day" shall be defined as a normal scheduled day of work, excluding all overtime or special assignment, for the affected employee filing such grievance.
 - (e) The decisions, determinations, recommendations, and orders issued pursuant to the provisions of this Article shall be consistent in all ways with the City Charter, valid Personnel Rules and Regulations, valid Memoranda of Understanding, and valid Administrative Rules in current force and effect at the time of the alleged grievance.
- (2000-2003)

ARTICLE XXVIII
MODIFIED DUTY

During the term of this MOU, the City shall propose a modified duty policy addressing provision of modified positions for those who are temporarily disabled. Implementation of a policy shall be subject to the mutual agreement of the parties.

ARTICLE XXIX
SHIFT CHANGE

Instances arise where implementation of the rotation results in a reassigned individual working more or less than the number of work hours regularly required during either the City-designated payroll period and/or the FLSA designated work period.

In those instances where the shift rotation results in the working of more than regularly scheduled hours during the payroll and/or work period, overtime compensation shall be paid pursuant to the MOU.

In those instances where the shift rotation results in the working of less than the regularly scheduled hours of work during a payroll and/or a work period, the employee shall either be paid for the actual hours worked, or shall be provided the option of utilizing earned and accrued leave time (not including sick leave) in order to fund those hours not worked as a result of the shift rotation.

ARTICLE XXX
SERGEANT ELIGIBILITY

Effective January 1, 2009, having earned and been awarded not less than an Associate's degree, shall be a condition precedent to being appointed to the Police Sergeant classification. Those individuals classified as Sergeants before January 1, 2009, shall not be required to have an Associate's degree or other higher degree. (2005-2007)

ARTICLE XXXI
PATROL ASSIGNMENT SHIFT SCHEDULE

Effective commencing with the October 30, 2010 change in shift deployment, the 3/12.5 work schedule shall be applicable to all unit members assigned to uniformed patrol in both Whittier and in Santa Fe Springs. The 3/12.5 schedule consists of 3 consecutive work days of 12.5 consecutive work hours (inclusive of breaks and meal periods) each week and one (1) ten-consecutive hour work day (inclusive of breaks and meal periods) each 28 days. The schedule is attached hereto as Exhibit H. Although the 3/12.5 schedules shall continue during the term of the MOU, if management determines that service requirements so require, management reserves and is vested with the right to modify the number of officers working on any particular shift and/or day of the week and to change a particular officer's daily and/or weekly scheduled days/hours of work, so long as the 3/12.5 schedule remains applicable to the employee. (2010-2013)

ARTICLE XXXII

“ME TOO” CLAUSE

In the event that there is a cost-of-living increase to the cumulative across-the-board base salary range for the classifications represented by WPMA (see WPMA MOU Article II – Salary, Section 1 – Salary Range) or WCEA (see WCEA MOU Article II – Salary, Section 1 – Salary Range), the classifications represented by WPOA shall receive the same cumulative across-the-board cost of living percentage increase to base salary range. If both WPMA and WCEA receive a cost-of-living increase in the same fiscal year, the member will receive the greater of the two cost of living cumulative across-the-board increases between WPMA and WCEA, but not both.

ARTICLE XXXIII **ASSOCIATION BUSINESS**

Effective July 1, 2010, this provision shall govern the process by which the WPOA Board of Directors shall convene to conduct business on paid release time and shall supersede any conflicting provision in the Employee Relations Resolution.

In acknowledgment of the mutual interest that the parties have in providing for a reasonable process by which the WPOA Board of Directors can convene to conduct business related to the WPOA – City relationship, the parties agree to the following rules which shall govern release time for WPOA personnel to attend Board of Directors meetings.

1. Within ten (10) calendar days of completion of a shift deployment bidding process, the WPOA shall provide the Chief of Police with written notice identifying the WPOA Board of Directors for the next shift deployment period and identifying the Board of Directors meeting dates and times which are scheduled to occur within the upcoming deployment period. In the event the selected date/time is reasonably foreseen as hampering the efficient delivery of public safety services, the Chief of Police/designee shall work collectively with the WPOA President to select an alternate, mutually agreeable meeting date/time. The Chief of Police shall cause the approved Board of Directors meeting schedule to be sent to all Watch Commanders.
2. Those WPOA Directors who are performing assigned duties on the date and time of the Board of Directors meeting, shall be eligible for paid release time to attend the Board of Directors meeting, subject to the following conditions/determinations being made:
 - a) The amount of paid release time shall not exceed three (3) consecutive hours, including time for transit to and from the meeting location and the employee’s assigned work site.
 - b) A Board of Directors meeting for which paid release time is authorized, shall occur no more frequently than one time each calendar month.
3. Prior Chief of Police authorization for WPOA Board Members to utilize paid release time to attend the above Board of Directors meetings, shall be subject to change in the following circumstances:

- a) Subject to the Watch Commander reasonably attempting to conform to the earlier Article XXIX(1) above, Chief of Police decision regarding attendance of a Board member at a Board meeting, the Watch Commander shall be authorized to initiate contact with any or all Board members and modify/cancel the Police Chief's earlier attendance authorization, where the reasonable deployment requirement existing at the time of the Board meeting is deemed in the exclusive judgment of the Watch Commander, to so require. Authorization for non-patrol Board members to attend said meetings shall be provided by the employee's Watch Commander.
- b) Although the parties recognize that the Chief of Police or designee (if someone other than a Watch Commander) has authority to reject or withdraw approval for a WPOA Board Member to attend a Board meeting or to remain in attendance at a Board meeting that has commenced, such action shall be taken only in those circumstances where reasonable deployment requirements preclude attendance by a WPOA Board Member(s) at the Board of Directors meeting. Nonetheless, and to the extent reasonable in any given circumstance, the Manager/Watch Commander/Chief of Police/designee rejecting/rescinding approval for a Board Member to attend/remain at a Board of Directors meeting, shall initiate contact with the WPOA President and attempt to collaboratively resolve the issue. The final determination shall not be subject to administrative or civil challenge.

4. Non-Board Member Attendance at Board of Directors Meeting

- a) An individual WPOA member who is not a Board Member, but who has Association-related business before the Board of Directors, shall be eligible for paid release time to attend not more than one (1) WPOA Board Meeting each calendar month.
- b) No more than one (1) WPOA member at a time who is not a Board Member, shall be eligible for paid release time to attend such a WPOA Board of Directors meeting.
- c) The non-Board Member shall secure approval from the Watch Commander as regarding attendance at the Board meeting. If approval is denied, the Watch Commander shall upon request by the applicant, verbally advise of the reason for denying leave to attend the Board meeting. The Watch Commander approval shall not be unreasonably denied, but a denial to attend the Board meeting shall not be subject to an administrative or civil challenge.
- d) Non-Board Member paid release time granted in the above instance shall not exceed one (1) hour, including transit time to and from the meeting location.

5. Attendance at General Membership Meetings

Upon notice to the office of the Chief of Police that the WPOA shall be having a general meeting at which the subject of ratification of an MOU shall be discussed or voted upon, the WPOA and the Chief of Police shall work collectively to ensure that public safety services are effectively addressed as a condition precedent for on duty personnel to attend such a meeting.

6. Cooperative Relations

The WPOA President and the Chief of Police shall work collectively to promote the effective operation of these meeting provisions and may, upon written agreement, modify or deviate from the provisions herein.
(2010-2013)

SIGNATURES ON FOLLOWING PAGE.

Signatories to MOU:

For City of Whittier



Brian Sacki



Shannon DeLong



Yolanda Martinez



Alice Hui

Date: 7.11.23

For Whittier Police Officers'
Association



Angela Balzano



Engelberto Garcia de Alba



Chris Silva



Vazgen Matevosyan

Date: 7.11.23