

MEMORANDUM OF UNDERSTANDING

Between

CITY OF WHITTIER

and the

WHITTIER POLICE MANAGEMENT ASSOCIATION

July 1, 2023 – June 30, 2026

ARTICLE I
GENERAL PROVISIONS

SECTION 1. Preamble:

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

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 WPMA.

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 WPMA 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 WPMA as the representatives of Police Lieutenants and Police Captains 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.
- (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.

SECTION 8. Non-Discrimination:

The City and the WPMA mutually agree not to discriminate against their employees or bargaining unit members based on race, color, age, sex, gender, gender expression, sexual orientation, mental or physical disability, medical condition, genetic information, national origin, ancestry, religious creed, marital status, military or veteran status, or any other basis protected by law. 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.

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 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 Range:

- (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 WPMA by seven percent (7%). The result in salary ranges for Police Lieutenants and Police Captains would then be as follows:

<u>Classification</u>	<u>SALARY RANGE</u>
Police Lieutenant	\$11,282- \$14,667
Police Captain	\$13,066- \$16,985

- (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 WPMA by five percent (5%). The result in salary ranges for Police Lieutenants and Police Captains would then be as follows:

<u>Classification</u>	<u>SALARY RANGE</u>
Police Lieutenant	\$11,846- \$15,400
Police Captain	\$13,719- \$17,834

- (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 WPMA by four percent (4%). The result in salary ranges for Police Lieutenants and Police Captains would then be as follows:

<u>Classification</u>	<u>SALARY RANGE</u>
Police Lieutenant	\$12,320- \$16,016
Police Captain	\$14,268 - \$18,547

SECTION 2. Move-Up Pay:

Police Lieutenants and Police Captains who are required to work in a higher classification may be compensated no more than 5% or the amount equal to the same salary step in the salary range of the higher classification, whichever is the lesser amount, for all work performed in the higher classification. The employee must be qualified to perform the duties of the higher level classification as determined by his/her department head and serve a qualifying period of thirty (30) consecutive calendar days per occurrence which, if satisfied, would result in the employee receiving the Move-Up Pay retroactive to the first day worked in the higher capacity.

SECTION 3. All salary increases will be paid only to individuals in the employment 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.

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 Police Lieutenants and Police Captains on a biweekly basis and not as a single lump sum starting on the eligible member's anniversary date.
3. For sworn Police Lieutenants or Police Captains 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 Lieutenants or Captains 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
P.O.S.T. COMPENSATION PROGRAM

A. Effective on or after July 1, 2023, the City will pay:

1. 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).
2. Nine percent (9 %) of unadjusted base salary rate increase to unit members who possess a Management POST.

B. The aforementioned percentages are cumulative.

ARTICLE V
EDUCATION COMPENSATION

SECTION 1. Police Lieutenants

Effective the first payroll period commencing on or after July 1, 2021, eligible Police Lieutenants 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. Bachelor's Degree - four percent (4%) unadjusted monthly base salary increase of Police Lieutenant current unadjusted base pay.
2. Master's Degree - five percent (5%) unadjusted monthly base salary increase of Police Lieutenant current unadjusted base pay (inclusive of any pay for a 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 5% of his or her unadjusted base salary rate.

SECTION 2. Police Captains

Effective the first payroll period commencing on or after July 1, 2021, eligible Police Captains 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. Bachelor's Degree - four percent (4%) unadjusted monthly base salary increase of Police Captain current unadjusted base pay.
2. Master's Degree - five percent (5%) unadjusted monthly base salary increase of Police Captain current unadjusted base pay (inclusive of any pay for a 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 5% of his or her unadjusted base salary rate.

ARTICLE VI **OVERTIME PAY**

SECTION 1. Overtime (only applicable for Police Lieutenants)

- a. Police Lieutenants 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.

ARTICLE VII **COMPENSATORY TIME**

1. Police Lieutenants may elect to take overtime 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. Police Lieutenants may accrue a maximum of two hundred (200) hours of Compensatory Time Off.

ARTICLE VIII **BILINGUAL PAY**

1. A Police Lieutenant or Police Captain 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. 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.
2. Any employee who receives bilingual pay pursuant to this Article 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.
3. The City may require re-certification of an employee's bilingual skills on a periodic basis as may be determined by the City.

4. 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.
5. 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.
6. 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.

ARTICLE IX **UNIFORM ALLOWANCE**

1. The City shall provide to newly appointed Police Lieutenants and Police Captains (i.e. new employees/laterals) 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.
2. Effective July 1, 2021, the City will provide to each existing Police Lieutenant and Police Captain a separate check in December of each year in the amount of \$1,200 for his/her uniform maintenance, repair and replacement.
3. If a Police Lieutenant or Police Captain'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.
4. 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 X **EMPLOYEE RELATIONS RESOLUTION, NEPOTISM POLICY AND** **LIMITED HOUR POLICE OFFICER POLICY**

Attached to this MOU as Exhibit A is the CITY OF WHITTIER EMPLOYER-EMPLOYEE ORGANIZATION RELATIONS RESOLUTION, as Exhibit B is the CITY OF WHITTIER NEPOTISM – APPOINTMENT POLICY, and as Exhibit C is the CITY OF WHITTIER LIMITED HOUR POLICE OFFICER POLICY. Exhibit D 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 D 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 WPMA 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 B, the City is not mandated to implement Exhibit B, but may do so at its discretion.)

ARTICLE XI
LEAVES

SECTION 1. Vacation Leave:

A. Vacation Leave Accrual

Police Lieutenants and Police Captains 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

B. Annual Vacation Leave Cash In

Effective July 1, 2021, WPMA employees shall have the option to cash-in up to 100 hours of accrued vacation leave per fiscal year (July through June), subject to approval by the City Manager.

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
- (4) 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 9-80, 4-10, 3-12.5 etc.) up to a maximum of twelve and one 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 a maximum of 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:

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

SECTION 4. Disability Pay:

Employees represented by WPMA participate in the City's established disability pay program for non-job related injuries and illnesses.

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.

SECTION 6. Personal Necessity Leave:

The City's Personnel Rules and Regulations provide for 24 hours Personal Necessity leave for each fiscal year, chargeable to accumulated sick leave.

Personnel in classifications represented by WPMA may use Personal Necessity Leave in one (1) hour increments. All other terms and conditions concerning Personal Necessity Leave shall remain unchanged.

ARTICLE XII
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. Each WPMA 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.

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 service under the P.E.R.S. system, including employment with another employer.

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.

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.

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

WPMA 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.

ARTICLE XIII **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) 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 (6) 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)).

ARTICLE XIV **RETENTION BONUS**

Employees who have more than 20 years of service with the City and have reached their eligibility age for CalPERS retirement of 50 years old for classic members or 57 years old for new members as of July 1, 2023, may select one of the two options below for retention bonus pay. Employees must make their selection as to one of the two options during the first full pay period following adoption of the MOU in order to be eligible to receive the retention bonus pay. An employee who has not reached their eligibility age for CalPERS retirement of 50 years old for classic members or 57 years old for new members as of July 1, 2023 is not eligible for the retention bonus pay.

Option 1: Discounted retiree medical insurance rate – Upon retirement, the employee will pay a discounted retiree medical insurance rate for the same number of years that they were employed with the City from July 1, 2023 to June 30, 2026. For example, an eligible employee who is a classic member and 50 years old as of July 1, 2023 and retires from City employment on July 1, 2027 would pay the discounted retiree medical insurance rate for 3 years.

For those employees who are past the eligibility age for CalPERS retirement as of the July 1, 2023, there will be up to 3 years of retroactivity applied for the discounted retiree medical insurance rate based on the number of years the employee is past the eligibility age for CalPERS retirement. For example, an eligible employee who is a classic member and 55 years old as of July 1, 2023 and who retires on July 1, 2027 would pay the discounted medical insurance rate for 6 years. For example, an eligible employee who is a classic member and 55 years old as of July 1, 2023 and who retires on July 1, 2024 would pay the discounted medical insurance rate for 4 years.

The discounted medical insurance rate is the rate in effect for active employees as of the employee’s retirement date with the City.

OR

Option 2: Single, one-time payment of \$20,000 to be paid in the first full pay period following July 1, 2024. To be eligible, the employee must be a current employee as of July 1, 2024.

ARTICLE XV
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 XVI
DUES DEDUCTION

Upon execution of a voluntary written authorization by the employee, the City shall deduct association dues from the pay of employee members represented by the WPMA. The WPMA shall be solely responsible for providing the written authorization form or membership application form for this purpose directly to the employee. The written authorization form or membership application shall contain an agreed disclaimer and the amounts to be deducted for association dues.

Additionally, the WPMA shall provide a certified list to the City upon request from the City, identifying new and continuing WPMA members who have provided written authorization for payroll dues deductions to the WPMA. The WPMA will also certify to the City the amount that is to be deducted for each WPMA member employee, that the contents of the list are accurate, and that it has and will maintain individual employee written authorizations for payroll dues deductions from the District.

The WPMA will also immediately notify the City of any WPMA member cancelling or revoking a dues deduction authorization or WPMA membership, and will provide the City within one business day of the cancellation or revocation an updated certified list reflecting that cancellation or revocation. By doing so, the WPMA will not be required to submit a copy of each individual employee's written authorization for the payroll dues deductions to be effective, unless a genuine dispute arises about the existence or terms of the written authorization(s).

The WPMA must provide the City notice of any changes to WPMA dues deduction amounts at least 30 days in advance for the deductions to be effective in the next payroll.

The WPMA shall assume responsibility of notifying current and future members in writing of any membership maintenance requirements and terms of cancellation of membership within the applicable written authorization or membership application form(s).

The WPMA hereby agrees to indemnify and hold the City harmless for any loss or damages, including attorney's fees and costs, for claims or causes of action arising from the operation of this Article, including claims for deductions made in reliance on WPMA's representations and certifications regarding valid written employee dues deduction authorizations.

ARTICLE XVII
WAGE GARNISHMENT FEE

In the event the City is required to garnish the wages of employees in classifications represented by WPMA 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.

ARTICLE XVIII
NON-SMOKING POLICY

Per the City's Standard Operating Procedure #53 – No Smoking, employees in classifications represented by WPMA are prohibited from smoking or using any tobacco products of any kind in City facilities or City vehicles at any time.

ARTICLE XIX
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.

ARTICLE XX
FITNESS EXAMINATIONS

Personnel Rules and Regulations, Article VIII, Section 5 "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 City agrees to pay up to \$2,000 for a heart and full-body health scan every two (2) years after initial base scan.

The intended impact 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 5.
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 XXI **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.

ARTICLE XXII
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 XXIII
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 XXVI
CITY-ISSUED CELL PHONE AND EMAIL ALLOWANCE

The terms for the City-issued cell phone and email allowance for WPMA shall be governed by the City's Standard Operating Procedure Number 35 – Cellular Device Policy.

ARTICLE XXV
"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 WPOA (see WPOA MOU Article II – Salary, Section 1 – Salary Schedule) and WCEA (see WCEA MOU Article II – Salary, Section 1 – Salary Range), the classifications represented by WPMA shall receive the same cumulative across-the-board cost of living percentage increase to base salary range. If both WPOA 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 WPOA and WCEA, but not both.

ARTICLE XXVI
ASSOCIATION BUSINESS

This provision shall govern the process by which the WPMA 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 WPMA Board of Directors can convene to conduct business related to the WPMA – City relationship, the parties agree to the following rules which shall govern release time for WPMA personnel to attend Board of Directors meetings.

1. Within ten (10) calendar days of completion of a shift deployment bidding process, the WPMA shall provide the Chief of Police with written notice identifying the WPMA 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 WPMA 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 WPMA 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 WPMA 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 WPMA 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 WPMA 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 WPMA 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 WPMA 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) WPMA Board Meeting each calendar month.
- b) No more than one (1) WPMA member at a time who is not a Board Member, shall be eligible for paid release time to attend such a WPMA 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 WPMA shall be having a general meeting at which the subject of ratification of an MOU shall be discussed or voted upon, the WPMA 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 WPMA 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.

SIGNATURES ON FOLLOWING PAGE.

Signatories to MOU:

For City of Whittier



Brian Saeki



Shannon DeLong



Yolanda Martinez



Alice Hui

Date: 7.11.23

For Whittier Police Management
Association



Aaron Ruiz



Jay Tatman



Ryan Todd

Date: 7-11-23