

**CITY OF BELL GARDENS**  
**AND**  
**BELL GARDENS POLICE OFFICERS**  
**ASSOCIATION**



**MEMORANDUM OF UNDERSTANDING**

July 1, 2016 – June 30, 2018

Adopted November 21, 2016



**PREAMBLE**

It is the purpose of the Memorandum of Understanding to promote and provide for harmonious relations, cooperation and communication between City Management and the City employees covered by this Memorandum. As a result of good faith negotiations between the City representatives and Association representatives this Memorandum sets forth the agreement between wages, hours, and other terms and conditions of employment for the employees covered by this Memorandum. This will provide for an orderly means of resolving differences, which may arise from time to time during its term.

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## **ARTICLE I. SCOPE OF REPRESENTATION**

The Bell Gardens Police Officers Association, Local 2, International Union of Police Associations, AFL-CIO, represents regular employee classifications: Detective, Police Officer, Senior Officer, Police Clerk-Dispatcher and School Resource Officer.

## **ARTICLE II. TERM OF AGREEMENT**

The term of this MOU shall be July 1, 2016 through June 30, 2018.

## **ARTICLE III. SALARIES**

All classifications within this bargaining unit shall receive base salary adjustments as follows:

- a) Effective the first pay period of July, 2016: 5% base salary increase. Upon City Council adoption of this agreement, increase will be made retroactive to the first pay period July 2016..
- b) Effective the first pay period of July 2017: 5% base salary increase.

## **ARTICLE IV. RETIREMENT CONTRIBUTION**

**Section 1.** The City has contracted with the California Public Employees Retirement System (CalPERS) to provide a retirement plan for its employees. The City shall make payments of the Employer contribution directly to PERS for the employee's retirement plan,

**Section 2.** The City shall maintain the "highest one year" plan option with the Public Employees Retirement System.

**Section 3.** The City shall adopt for miscellaneous employees the "2.7% at age 55" plan option with PERS. This option became effective on October 22, 2006.

**Section 4.** Effective May 23, 2004, the PERS contract was amended to provide the 3% at 50 retirement benefit for sworn personnel who are not deemed to be "new members" as defined in Government Code Section 7522.04.

**Section 5.** **Retirement Formula** - Effective June 24, 2012, the City modified its CalPERS contract(s) so as to provide the 2% at 50 retirement formula for all safety employees hired on and after the effective date of said contract amendment, and the 2% at 55 retirement formula for all miscellaneous employees hired on and after the effective date of said contract amendment. Said contract amendments shall also provide for calculation of the above newly hired affected employee's annuity, being based on the "three highest years" calculation method.

**Section 6.** **CalPERS Employee Retirement Contributions** - Each unit member shall fund 100% of the CalPERS statutorily mandated employee member contributions. Presently, the individual safety employee contribution shall be 9% of compensation and the miscellaneous employee contribution shall be 8% of compensation.

**Section 7.** **AB 340 (as modified by AB 197) the California Public Employees' Pension Reform Act of 2013 (PEPRA)** - AB 340, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of this agreement. Any provision in this agreement which contradicts any provision of AB 340, shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of this agreement , or any agreement, rule or regulation predating this MOU.

Unit members hired on and after January 1, 2013, deemed to be a new member" as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (AB 340 – Government Code section 7522.30)

Unit members who are "new members" (miscellaneous employees) on and after January 1, 2013, shall be enrolled in the AB 340 provided for 2% @ 62 retirement formula (Govt. Code § 7522.20), and such "new members" who are safety employees shall be enrolled in the AB 340 provided for 2.7% @ 57 retirement formula (Section 7522.25.)

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.)

## **ARTICLE V. SAFETY EQUIPMENT**

**Section 1.** The City shall provide each officer with a service weapon, Sam Browne belt with all necessary accessories, ammunition, a baton,

handcuffs, rain coat. These items are to remain the property of the City.

**Section 2.** All sworn members of the unit shall be issued body armor for his/her use while on duty. Armor pads shall be replaced by the City prior to the time the manufacturer says the effectiveness of the armor would be substantially reduced by ordinary wear. Liners or holders shall be maintained by the officers. All body armor issued shall remain the property of the City and shall be returned upon the termination of the officer's affiliation with the Police Department.

## **ARTICLE VI. UNIFORM ALLOWANCE**

**Section 1.** Sworn unit members shall be provided the sum of \$1,350 per year paid semi-annually, all non-sworn unit members shall be provided the sum of \$750 per year, paid semi-annually, as a uniform allowance. This allowance shall be paid one half in January and one half in July of each year.

**Section 2.** Amount shall be based on unit members' position(s)/title(s) as of July 1<sup>st</sup> and January 1st.

## **ARTICLE VII. SHOOT PAY**

**Section 1.** Mandatory range time as set forth by the Chief of Police shall be considered hours worked for overtime computation.

## **ARTICLE VIII. HOLIDAYS**

**Section 1.** The City shall observe the following holidays:

1. New Years' Day - January 1st.
2. President's Day - The third Monday in February.
3. Memorial Day - The last Monday in May.
4. July 4th.
5. Labor Day - The first Monday in September.
6. Thanksgiving Day – The fourth Thursday in November
7. Christmas Day - December 25th.
  
8. In lieu of the September 9 (Admission Day) holiday, the Friday after Thanksgiving Day shall be a City holiday.
9. Four (4) "floating" holidays, in lieu of Martin Luther King Day, February 12 (Lincoln's Birthday Day), the second Monday in October (Columbus Day), and November 11 (Veterans Day), which must be taken by individual employees at a time subject to approval by the employee's department head.

**Section 2.** Effective November 25, 2013, two (2) additional floating holidays were added. Each floating holiday shall be equal to a unit member's work day. The addition of these two (2) floating holidays will bring the total number of floating holidays to six (6) for each fiscal year. The usage of these additional holidays will not incur overtime to staff the vacancies.

Floating holidays must be taken prior to June 30th of each year in which they are accrued. If the employee does not take the time off, it will not roll over into the next fiscal year. Floating holiday time has no cash value and will not be cashed out upon separation.

**Section 3.** When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday.

**Section 4.** For purposes of accrual of holiday pay, each holiday shall be earned in the number of hours equal to the affected employee's regularly assigned workday. The total holiday pay for any regular employee shall not exceed the hourly equivalent of fourteen (14) working days, measured by the number of hours in any particular employee's scheduled workday.

## **ARTICLE IX. VACATION ACCRUAL**

**Section 1.** Effective the first payroll period commencing on or after July 1, 2011, vacation shall be earned as follows for employees hired prior to October 3, 2011.

1. Through and including fifteen (15) completed years of City service – 13.33 hours per month.
2. Commencement of year sixteen (16) and through and including nineteen (19) completed years of City service – 15.33 hours per month.
3. Commencement of year twenty (20) and through and including twenty-four (24) completed years of City service – 16.33 hours per month.
4. At the commencement of twenty-five (25) years of City service, until separation – 18.33 hours per month.

**Section 2.** The following vacation accrual schedule is applicable to all unit members hired on and after October 3, 2011:

1. Month 13<sup>th</sup> through 48<sup>th</sup> = Employees accrue vacation leave at the rate of 6.67 hours per month (not to exceed 80 hours per year)



2. Month 49<sup>th</sup> through 108<sup>th</sup> = Employees accrue vacation leave at the rate of 10.00 hours per month (not to exceed 120 hours per year)
3. Month 109<sup>th</sup> and beyond = Employees accrue vacation leave at the rate of 13.34 hours per month (not to exceed 160 hours per year)

**Section 3.** **Vacation Cash Out** – Effective November 25, 2013 eighty (80) hours of earned and accumulated vacation leave may be cashed out per year (cash out to be implemented in December). The aforementioned cash out option shall be implemented in accord with existing City rules and regulations governing eligibility for participation in the options. All other hours of earned and accumulated vacation leave shall be convertible to cash upon separation of the employee from City employment.

## **ARTICLE X. SPECIAL EVENT/CALL OUTS**

In those instances where affected employees have concluded a work shift, have left the work site, and are then called back to the work site prior to what would have been the commencement of a scheduled shift and subject to the limitations described below, the affected employee shall receive four (4) hours of compensation, at the rate of 1.5 times the employee's base salary rate (either cash or compensatory time off at the election of the employee not to exceed MOU accrual caps) per day, dependent upon when the employee's regularly scheduled shift begins.

If after being called back to the worksite the employee's regularly scheduled shift commences, the employee shall not be paid compensation pursuant to this Article (i.e. rate of 1.5 times the employee's base salary rate) for time worked after the employee's regularly scheduled shift commences. For example, if an officer is called back to work at 0800 and his/her regularly scheduled shift commences at 0900, the officer would only be entitled to be paid one hour of compensation pursuant to this Article.

This Article shall be equally applicable to a "call back" as defined above that occurs because of the officer being assigned to work a "special event," such as a parade or other matter not within the employee's regularly assigned schedule.

Scheduled staff meetings shall not be considered "special events" or a "call out" or "call back" for purposes of computing premium compensation. Unit employees who are required to attend a scheduled staff meeting outside of the scheduled work hours shall have said attendance considered hours worked for purposes of computing overtime eligibility.

## **ARTICLE XI. LIFE INSURANCE**

The City shall maintain life insurance coverage for each member of this unit equal to one year base salary rounded to the nearest one thousand. The City shall pay the full premium for this coverage.

## **ARTICLE XII. HEALTH INSURANCE**

**Section 1.** Medical - The City shall continue to make a contribution towards the cost of medical insurance premiums for the employee and the employees' dependents. The City reserves the right to change medical insurance providers. Employees' dependents are to be covered only once by the City.

Each employee shall be responsible for his or her deductible and co-payments as provided for in each employee's respective medical plan.

**Section 2.** Dental - The City shall continue to make a contribution towards the cost of dental insurance premiums for the employee and the employee's dependents with the insurance being provided by City-contracted providers. The City reserves the right to change dental insurance providers. Employees' dependents are to be covered only once by the City.

Each employee shall be responsible for his or her deductible and co-payments as provided for in each employee's respective dental plan.

**Section 3.** Vision - The City shall continue to make a contribution towards the cost of vision plan premiums for the employee and the employee's dependents with the insurance being provided City-contracted providers. The City reserves the right to change vision plan providers. Employees' dependents are to be covered only once by the City.

Each employee shall be responsible for his or her deductible and co-payments as provided for in each employee's respective vision plan.

### **Section 4. Health Insurance Premium Contribution Caps**

a) On July 1, 2011 the City implemented health benefits premium contribution caps in the following amounts:

1. Single employee - \$825.37 monthly.
2. Employee plus one (1) dependent - \$1,708.04 monthly.
1. Family coverage - \$2,484.11 monthly.

b) Effective July 1, 2014 the maximum City-funded health insurance (medical, dental and vision) premiums shall cumulatively not exceed the following:

1. Single employee - \$844.46 monthly.
2. Employee plus one (1) dependent - \$1,747.54 monthly.
3. Family coverage - \$2,541.56 monthly.

**Section 5.** Annual adjustments to the aforementioned caps on City funded premiums shall be linked to the Consumer Price Index (CPI) as specified below.

1. The existing insurance premium caps will be adjusted by the percentage change in the CPI (not seasonally adjusted) for the Los Angeles, Long Beach, Glendale region from March of the prior year to March of the current year.
2. The increase will take effect on July 1 of each year.
3. Any increase to the insurance premium caps will be limited to three percent (3%).
4. Each affected employee shall be individually responsible for funding any health insurance premium amounts in excess of the above City funded payments.

**Section 6. Health Insurance Opt Out**

Effective November 25, 2013, the City will offer a health insurance opt out benefit to each full-time employee in a classification represented by this agreement. An employee can take 50% of the cost of monthly premiums forfeited by that employee for themselves and their dependents (if applicable) if they choose to take medical, dental, and/or vision elsewhere. This will be on a monthly basis, and the amount of City-funded premiums upon which the 50% payment shall be based and calculated shall be the lowest medical, dental, and/or vision plan premiums incurred by the employee in the twelve (12) consecutive months immediately preceding the date of the employee's election to withdraw from any of the health benefits (medical, dental, and/or vision). Absent an insurance premium payment in the prior twelve (12) months, the employee shall receive 50% of the least expensive health insurance plans. These provisions will continue to adhere to the policy whereby proof of insurance is required.

Employees under this agreement will have the option of choosing only one of the two types of benefit options listed above. In no way can an employee combine or otherwise enhance their own or their

dependents' health benefits to receive more than what has been stated in each individual benefits option.

**Section 7. JOINT HEALTH INSURANCE COMMITTEE**

The City and unit members may reconvene the joint labor/management health insurance committee. The purpose of the committee shall be to explore cost saving alternatives to the present health insurance programs. Implementation of health insurance modifications shall be subject to the meet and confer process, and absent agreement of the parties to the contrary, shall not be implemented until completion of the meet and confer process.

**Section 8. MODIFICATIONS TO HEALTH BENEFITS PLANS**

1. Effective October 1, 2014, the City and Association agree to implement modifications to the City's existing health benefits plans as follows.
  - a) Medical - Replace Anthem Blue Cross POS plan with Anthem Blue Cross Premier PPO 250/10/10.
  - b) Dental - Reduce annual out of network coverage under Delta Dental PPO plan from \$2,000 to \$1,500.
  - c) Vision - Increase VSP office visit copay from \$10 to \$20
  - d) Employee Assistance Program (EAP) Eliminate mental health component from City's EAP plan.
  - e) Short Term Disability Insurance - Increase maximum weekly benefit from \$959 to \$1,075. Increase benefit waiting period from seven (7) calendar days to fourteen (14) calendar days. Increase benefit duration from 90 days to 180 days.

**ARTICLE XIII. EDUCATIONAL INCENTIVE**

**Section 1.** Sworn unit members shall be entitled to a 2.5% salary differential upon being awarded an Associate of Arts degree or an Intermediate POST Certificate, and a 7.5% salary differential upon being awarded a Baccalaureate degree. Sworn unit members having been awarded an Advanced POST Certificate shall receive a 7.5% salary differential. Sworn unit members having been awarded a Master's Degree, shall receive a 10% salary differential. Any sworn employee holding both an Advanced Certificate and a Master's Degree shall only receive a 10% salary differential. The differentials described herein are not cumulative.

**Section 2.** Dispatchers shall be entitled to incentive pay for the below certificates. The incentive pay for these certificates are not cumulative. Therefore, an individual holding an intermediate and advanced certificate shall only be entitled to the advanced certificate.

- POST Dispatcher Intermediate Certificate \$150 per month
- POST Dispatcher Advanced Certificate \$200 per month

## **ARTICLE XIV. TUITION REIMBURSEMENT**

**Section 1.** Sworn unit members shall be entitled to participate in the reimbursement portion of the “Education Reimbursement and Incentive Plan.” POST certified courses are not eligible for reimbursement under this plan. The maximum amount of reimbursement shall be \$2,000 per fiscal year.

**Section 2.** All miscellaneous employees in this unit are eligible to participate in the reimbursement portion of the “Education Reimbursement and Incentive Plan.” Miscellaneous employees are eligible to receive additional pay under the incentive portion of the plan. The maximum amount of reimbursement shall be \$2,000 per fiscal year.

## **ARTICLE XV. BILINGUAL PAY**

**Section 1.** Unit members who are certified as bilingual in the Spanish language shall receive \$100 per month bilingual pay. Certification shall be conducted by procedures selected by the City Manager.

First level certification shall be based on the following criteria: Able to give verbal commands, obtain descriptive information and complete booking procedures with non-English speaking suspect.

**Section 2.** Unit members who are certified as being bilingual in Spanish (as provided for in Section 1, above) and are also certified as being proficient in reading and writing of Spanish shall receive an additional \$100 per month bonus. Therefore, the maximum bonus that can be received per month is \$200 (if certified pursuant to both Sections 1 and 2.) Certification for this higher level of bilingual compensation shall be done pursuant to procedures selected by the City Manager.

**Section 3.** The City may require a re-certification of either or both Section 1 and 2 capabilities, every two (2) years if the program is continued.

**Section 4.** Any costs advanced by the City on behalf of an employee for training in Spanish must be reimbursed from monthly payments after certification.

## **ARTICLE XVI. LONGEVITY PAY**

Employees who have completed full-time service with the City of fifteen (15) years, twenty (20) years, or twenty-five years (25) shall be eligible for the following additional compensation:

- a) 15 years = \$100 per month
- b) 20 years = \$200 per month
- c) 25 years = \$250 per month

## **ARTICLE XVII. RETIREE HEALTH**

The City agrees to maintain a continuing lifetime health premium payment for retirees in accordance with the provisions set forth below.

### **Section 1. Tier 1: Bargaining unit members hired prior to October 3, 2011**

- a) Effective July 1, 2007: Upon service or disability retirement, bargaining unit members hired prior to October 3, 2011 are eligible for retiree health benefits in an amount equal to 100% of the cost of retiree only coverage in the plan the retiree was enrolled in immediately prior to retirement.
- b) Effective July 1, 2004: The City shall pay 100% of the health premium payment for the spouse of a sworn retiree (either disability or service) or non-sworn retiree having completed twenty (20) or more years of service in the employ of Bell Gardens. The only spouse eligible to receive benefits, shall be the individual, if any, who was the employee's spouse on the initial effective date of the employee's retirement.
- c) References in this Section to "health" benefits shall be inclusive of medical, dental and vision benefits.
- d) Bargaining unit members who retired from the City prior to July 1, 2007 are eligible for retiree health benefits in accordance with the provisions the Memorandum of Understanding in effect at the time of their retirement.

### **Section 2. Tier 2: Bargaining unit members hired on or after October 3, 2011.**

- a) Upon service or disability retirement, bargaining unit members hired on or after October 3, 2011 but before November 25, 2013 are eligible for retiree health benefits in an amount equal to 100% of the cost of retiree only coverage in the plan the retiree was enrolled in immediately prior to retirement. Spouse and dependent

coverage will be made available, but only at the retiree's expense.

- b) References in this Section to "health" benefits shall be inclusive of medical, dental and vision benefits.

**Section 3. Tier 3: Bargaining unit members hired on or after November 25, 2013.**

Bargaining unit members hired on or after November 25, 2013 shall be subject to the following requirements:

- a) Retiree continuing medical will be available to service retirees who have reached normal retirement age as specified by PERS retirement plan in effect for bargaining unit. Employees have no vested right in any particular plan or coverage level prior to reaching normal PERS retirement age
- b) Employees who have reached normal retirement age and completed a minimum of 10 years of full-time benefitted service or more shall receive City funding of medical insurance premiums according to the following schedule (all "years" are "completed years"):
  - i. 10 years of service = 50% premium paid by City
  - ii. 11 years of service = 55% of premium paid by City
  - iii. 12 years of service = 60% of premium paid by City
  - iv. 13 years of service = 65% of premium paid by City
  - v. 14 years of service = 70% of premium paid by City
  - vi. 15 years of service = 75% of premium paid by City
  - vii. 16 years of service = 80% of premium paid by City
  - viii. 17 years of service = 85% of premium paid by City
  - ix. 18 years of service = 90% of premium paid by City
  - x. 19 years of service = 95% of premium paid by City
  - xi. 20 years of service = 100% of premium paid by City
- e) Retiree medical coverage for PERS disability retirees will be made available in accordance with the aforementioned vesting schedule.
- f) City funding of retiree premiums shall be limited to the least expensive HMO plan available. Retirees will be responsible for payment of premiums in excess of the monthly premium for the least expensive HMO plan available.
- g) Dental and vision coverage will only be available at the retiree's expense.

- h) Spouse and dependent coverage will only be available at the retiree's cost.
- i) At age 65, premium payment will be reduced to provide a supplemental policy integrated with Medicare. Retirees that elect an additional policy to integrate with Medicare will be responsible for the premiums associated with this additional policy.

**Section 4.** Effective January 21, 2010, the October 19, 2006 Employee Separation Health Benefits Policy shall be null, void and withdrawn as to all present and future employees.

## **ARTICLE XVIII. FIELD TRAINING OFFICER**

**Section 1.** The FTO program is separate and distinct from the Senior Officer Program provided for in Article 22 of this agreement. The FTO program is to be governed solely by this Article.

**Section 2.** Whereas the usual and customary duties of a Senior Officer include, but are not limited to, serving as an acting sergeant and as needed, as field training officer, those individuals designated pursuant to this Article as an FTO, shall have usual and customary duties relating to performance of patrol functions and provision of academic and practical training to and oversight of those sworn personnel assigned for such instructional purposes by management.

**Section 3.** On an as-need basis to be determined in the sole discretion of management, solicitation shall be made for the assignment of FTO.

**Section 4.** The minimum qualifications which shall be held at the time of an individual making application for an FTO assignment are:

- a. Minimum cumulative three (3) years of service as sworn police officer in the employ of a California law enforcement agency as a Penal Code §830.1 officer.
- b. Shall have successfully completed any Bell Gardens-mandated sworn peace officer probationary testing period.
- c. All performance evaluation reports issued by the Bell Gardens Police Department (whether annual, quarterly or otherwise) shall in all measured protocols reflect a minimum "Satisfactory" evaluation.

**Section 5.** Qualified applicants shall then be subject to evaluation by an Oral Board consisting of three (3) field services supervisors (sergeant or above) appointed to the Board by the Field Services Division Commander.



- a. The Oral Board shall in its independent judgment, determine the nature of questions relevant to the Field Training Officer assignment, and may at the Board's sole discretion, require applicants to demonstrate proficiency in the practical application of Department equipment and/or in practical ability to perform the duties of the FTO assignment.
- b. The principal criteria to be employed by the Oral Board in determining whether or not an FTO applicant is qualified to perform in the assignment are:
  1. Knowledge and understanding of applicable Code sections, City/Department rules, regulations and orders;
  2. Demonstrated commitment to the goals, objectives and mission statement of the Police Department;
  3. Exemplary disciplinary history;
  4. Exemplary attendance history;
  5. Demonstrated ability to serve as role model and to be perceived as such by trainees;
  6. Exemplary demonstrated ability to successfully teach and train.

**Section 6.** Those applicants deemed by the Oral Board to be "qualified" to successfully serve in the assignment of FTO, shall be included in alphabetical order on an FTO eligibility list.

**Section 7.** The Field Services Division Commander shall be authorized to assign any individual on the eligibility list to an FTO assignment, without following the alphabetical order of listing. In making FTO assignments, the Field Services Division Commander shall give consideration to the needs of any particular trainee, availability of the FTO eligible individual, and the shift to which a trainee is assigned.

**Section 8.** Inclusion upon an FTO eligibility list does not ensure appointment to the assignment.

**Section 9.** The number of individuals simultaneously assigned to the FTO position shall be determined in the sole discretion of management; based on Department needs. However, in no case shall more than eight (8) Field Training Officer assignments be simultaneously staffed.

**Section 10.** Any officer performing as an FTO on the effective date of the Addendum to Fiscal Year 2004-2007 Memorandum of Understanding shall, at the discretion of management, continue to serve in that assignment until an FTO eligibility list is created as set forth in Section 6, above. Therefore, when the FTO eligibility list is created, all pre-existing FTO assignments shall be immediately vacated. Any pre-existing FTO may then participate in the above described FTO

application process, and may be thereafter assigned to FTO status pursuant to the provisions of this Article. The former FTO shall no longer be eligible to receive the ASSIGNMENT INCENTIVES provided for in this agreement. All represented employees acting as an FTO at the time of the Addendum to Fiscal Year 2004-2007 Memorandum of Understanding shall individually enter into an agreement waiving any right or option the individual may have pursuant to the Government Code § 3304(b) or pursuant to any other statutory or case law authority, to appeal loss of the incentive compensation.

**Section 11.** Individuals assigned as FTOs pursuant to the Addendum to Fiscal Year 2004-2007 Memorandum of Understanding are eligible to seek assignment to what the Department may define as a “specialty assignment.” If selected to perform in said “specialty assignment,” and if appointment to the specialty assignment provides for a base salary increase while so assigned, the specialty assignment base salary increase shall be in lieu of the base salary increase being paid to the applicant by virtue of being assigned to an FTO position.

**Section 12.** Upon assignment out of the ‘specialty assignment,’ the former FTO shall be restored to the FTO eligibility list (should one exist) if the former FTO has maintained all qualifications rendering the individuals eligible to have applied for an FTO assignment pursuant to the Addendum to Fiscal Year 2004-2007 Memorandum of Understanding. Such an individual restored to an FTO eligibility list shall then be subject to assignment from that list in the manner provided by the Addendum to Fiscal Year 2004-2007 Memorandum of Understanding for initial assignments to an FTO position. FTO compensation shall not be paid to the former FTO and special assignee, unless or until appointed from an existing FTO eligibility list.

**Section 13.** Upon being appointed to an FTO assignment, the officer shall be required to maintain all training and other certifications which are a necessary condition precedent to having been appointed to the FTO position and/or to maintain that appointment.

**Section 14.** Upon being assigned from an eligibility list as an FTO, the officer shall receive a 2.5% unadjusted base salary increase during each payroll period so assigned. In view of the officer having to maintain the necessary training and other qualifications which are conditions precedent to being assigned as an FTO, an individual assigned from an eligibility list shall continue to receive the 2.5% unadjusted base salary increase regardless of whether or not a trainee is assigned to the FTO during any given payroll period.

**Section 15.** The FTO position is an assignment and not a classification. All appointees to an FTO shall individually enter into a contractual agreement with the Department, addressing their administrative

appeal rights (if any) regarding reassignment and/or loss of FTO-related compensation.

**Section 16.** At the sole discretion of the Police Chief, one or more FTO assignments can be eliminated, and if eliminated, with the attendant loss of the 2.5% unadjusted base salary increase. In the case of one or more FTO assignments being eliminated, the last individual assigned to an FTO position, shall be the first individual to be reassigned upon elimination of an FTO assignment, with this methodology being utilized in any additional situations where removal from a FTO assignment is caused by elimination of that assignment.

## **ARTICLE XIX. ASSOCIATION DUES**

The City shall collect, through payroll deduction, Association dues as established by the Association from those who voluntarily elect the dues deduction. The City shall be held harmless by the Association in performing this responsibility.

## **ARTICLE XX. MAINTENANCE OF BENEFITS**

Except as specifically provided for herein, all benefits, other than direct wages, which are in existence at the commencement of this Memorandum of Understanding, shall not be diminished, lessened, or reduced for the duration of this agreement.

## **ARTICLE XXI. PERSONNEL RULES AND REGULATIONS**

**Section 1.** The Personnel Rules and Regulations adopted by the City of Bell Gardens on June 24, 1991, are incorporated herein by reference, and shall continue to govern and the Drug Policy adopted by the City of Bell Gardens on June 24, 1997, are incorporated herein by reference, and shall continue to govern; provided that any changes to such policies which may be proposed by the City are subject to meeting and conferring to the extent required by law.

## **ARTICLE XXII. DETECTIVE ON-CALL COMPENSATION**

**Section 1.** A maximum of two (2) City-owned vehicles shall be made available to a maximum of two (2) detectives during any given week who are designated by a supervisor as being in said on-call status. The two detectives shall be authorized to use the City-owned vehicle for travel to and from their residence and the workplace and for other responses performed in the course and scope of their employment.

**Section 2.** Additionally, a maximum of two (2) detectives as described above who are in said on-call status, shall receive compensation (either

cash or compensatory time off at the election of the employee) as a result of being in an on-call status, in the amount of two hours per day calculated at 1.5 times the affected detective's base hourly rate while in said on-call status. However, at no time shall the total exceed 6 hours at time and a half in any workweek. Said monies shall be subject to accumulation and use in accord with existing policies and procedures governing accumulation and use of overtime compensation.

## **ARTICLE XXIII. SENIOR OFFICER PROGRAM**

### **A. Purpose:**

The Senior Officer program is designed to recognize Police Officers who proactively support the Bell Gardens Police Department's Community Based Policing philosophy and embrace a leadership role within the Department. The Senior Officer program will provide operational and supervisory support to Police Management while preparing assigned Officers for career advancement within the Department.

### **B. Compensation:**

Police Officers who are assigned to Senior Officer assignment shall receive extra compensation in an amount equal to 7.5% of the top step base salary for Police Officer.

### **C. Duties and Responsibilities:**

The usual and customary duties of a Senior Officer shall include, but are not limited to, serving as a mentor, field training officer (FTO), and/or shift supervisor (and any related duties) under the direction of a Sergeant or absent a Sergeant. Senior Officers will be expected to take a leadership role in the development of patrol personnel and problem solving related to crime and quality of life issues in the community, while utilizing a Community Based Policing approach.

### **D. Assignment:**

1. Senior Officer is a special assignment, not a classified position. The City authorizes up to a maximum of six (6) Senior Officers at one time.
2. Senior Officers shall have their seniority set forth by their appointment date to the assignment, after the initial selection process is completed. Any existing personnel assigned to a Senior Officer assignment consistent with the previous MOU, will not be required to participate in the initial selection process for an assignment under this amended program, and are hereby grandfathered in to the new Senior Officer program. It is recognized that one (1) Police Officer currently fits this criteria.

3. The Department intends to assign four (4) Senior Officers to Field Services and two (2) Senior Officers to investigation units (one in GIU and one in SIU). A Senior Officer assigned to a detective assignment **will not** be entitled to the additional 7.5% compensation, given the 10% compensation already in place for a detective assignment. Senior Officers assigned to a detective assignment will remain in the assignment for a period of no more than three (3) years. Upon returning to Field Services, they will retain their Senior Officer status and begin receiving 7.5% compensation in lieu of the 10% compensation for a detective assignment.
4. For only the initial selection process of Senior Officer, it is understood that only one detective will be assigned to each investigations unit. It is also understood that both of these units have unique and specific needs for assigning or retaining experienced personnel. Therefore, if no one currently assigned to a detective assignment in either GIU and/or SIU is selected for a Senior Officer assignment, it will be necessary to remove one detective from either or both units so that one Senior Officer can be placed in that unit. If this occurs, removal of a detective from their respective investigations unit will occur as follows: In GIU, the detective who has been in the assignment longest will be returned to Field Services; In SIU, the detective most recently assigned to the unit will be returned to Field Services.
5. If multiple detectives in the same unit are selected to a Senior Officer assignment, removal from their respective investigations unit will occur as follows: In GIU, the detective(s) having the longest tenure in the unit will be returned to Field Services. In SIU, management will reserve the right to select which detective will remain in the unit. All other detectives in that unit will be returned to Field Services, unless they choose not to accept the Senior Officer assignment and wish to remain in the unit. If this occurs, they will not be placed on the eligibility list and required to test during a future selection process. The Chief of Police will then utilize the eligibility list to select a Senior Officer assignment based on the "Rule of 3".
6. The Senior Officer in GIU and SIU will be assigned to the detective assignment for no longer than a three (3) year term. Therefore, the Senior Officers that remains in their respective unit(s) will only be permitted to finish out their existing term. By way of illustration, a detective who has been assigned to their respective investigation unit for two (2) years and accepts a Senior Officer assignment will have one (1) year remaining on the detective assignment.
7. Any detective removed from a detective assignment and placed in Field Services as a result of the initial selection process for Senior Officer, will be required to apply and test for any future specialty assignment available in either investigations unit. Only Senior Officers assigned to Field Services may apply to a vacant Senior Officer detective

assignment in GIU or SIU, but will not be permitted to apply for any other non-Senior Officer detective assignment, unless they choose to rescind their status as Senior Officer.

#### **E. Qualifications and Selection Process:**

1. Applicants for Senior Officer must have completed three (3) years of continuous service as a sworn Police Officer in a P.O.S.T. certified agency, with a minimum of two (2) years of service as a sworn Police Officer with the Bell Gardens Police Department. Those officers with a minimum of two (2) years of service with the Bell Gardens Police Department must have successfully passed their probationary period to qualify for application to this assignment.
2. Initial Assignment: Upon approval of this amendment, a maximum of five (5) new Senior Officer assignments will be available in addition to the one (1) existing Senior Officer that will be grandfathered into the program. Qualified applicants for this initial selection process only, shall participate in a written examination that will require the applicant to prepare a written essay in response to a question(s)/scenario(s) with subject matter at the sole discretion of the Chief of Police. Applicants will submit their essays anonymously; for scoring purposes, each applicant will be assigned a number known only to the Chief of Police. The anonymously submitted essays will be scored individually by each member of the Police Department command staff (five (5) lieutenants). Each lieutenant will score the essays as follows: The essays will be ranked 1-10 or more based on the following criteria: Training/Experience, Commitment, Leadership, Decision Making/Judgment, and Communication/Interpersonal Skills. An average of the rankings will be taken among the independent scores from the lieutenant rankings to get an overall ranking list.
3. The Chief of Police will interview each applicant and rank them in the same manner. The final ranking will incorporate the averaged ranking from the scored essays by lieutenants, and the ranking from the Chief's interview. For the purposes of establishing the eligibility list for this assignment, the components of the selection process will be weighted as follows:
  - Written Examination (essay): 50%
  - Oral Examination (Chief's interview): 50%
4. For this initial selection process only, the first five (5) highest ranking applicants on the eligibility list will be offered a Senior Officer assignment, and shall have their seniority in the Senior Officer program set based on this ranking, after any Senior Officers are grandfathered in to the amended program. The Chief of Police may refer to an applicant's personnel file or any other department files that document the applicant's

qualifications based on the aforementioned criteria. The initial selection process will conclude upon assignment of the 5<sup>th</sup> Senior Officer.

5. Applicants not selected for an assignment will remain on an eligibility list which will expire one year from the date that the list is established and be utilized to fill vacant positions that occur during that time period. The Chief of Police will select subsequent assignments at his discretion from active eligibility lists. Any selection process that occurs after the expiration of this first eligibility list will utilize the selection procedure currently in place for Police Department assignments as indicated in Section D (5).
6. Assignment to Senior Officer is desirable, however not a requirement, for appointment to the classification of Police Sergeant.

#### **F. Shift Selection**

Senior Officers will select their respective patrol shift every six (6) months consistent with how patrol shifts are currently selected. One (1) Senior Officer will be assigned to each of the four (4) patrol shifts. They will only be permitted to select from one of those four (4) shifts. Shift selection for Senior Officers assigned to Field Services will rotate as follows: **(1 2 3 4, 2 3 4 1, 3 4 1 2, 4 1 2 3)**. The numbers represent seniority among the Senior Officers assigned to Patrol. Once a Senior Officer leaves the specialized unit and returns to Field Services, that Senior Officer will be placed in the shift selection according to their seniority level within the overall Senior Officer group.

#### **G. Limitations**

1. The Senior Officer assignment has no term limit; however, a Senior Officer may be removed from his/her assignment at the discretion of the Chief of Police for failure to meet the standards and expectations of the program contained in this Article. Senior Officers will be evaluated annually, consistent with current policy and procedure for City employees. If a Senior Officer is removed from this program for failure to meet standards and expectations of the program, they will be afforded appeal rights consistent with City personnel rules for an appeal process.
2. Senior Officers performing the duties of an FTO **will not** be entitled to additional compensation afforded an FTO in a non-Senior Officer assignment. Current paid FTO assignments will be reduced from eight (8) to four (4) in lieu of this amended program.
3. If at any time a Senior Officer is placed into a schedule as supervisor of a patrol shift absent a sergeant for a period of 30 days or longer, he/she will be entitled to additional compensation in accordance with City Personnel Rules related to an employee serving in a supervisory role for a specified time period.

4. The Chief of Police reserves the right to make changes to the Senior Officer Program and assignment structure based on operational need and availability of resources.

## **ARTICLE XXIV. SICK LEAVE**

**Section 1.** Effective November 25, 2013, any sick leave accumulated past 720 hours can be accrued into the following year or surrendered for cash or deposited into a deferred compensation plan at the employee's existing hourly wage rate in December, not to exceed a maximum of 96 earned hours per year.

**Section 2.** **Maintenance of Health Benefits While on Leave of Absence** – The City will no longer fund 100% of the health insurance premiums for employees on an extended sick leave for a period of three (3) months after the employee has used up or could have used up all of their leave balances. Employees must use a minimum of 56 hours of accrued leave per month to ensure the continuation of their health benefits – a failure to do so shall result in the suspension of health benefits, unless employee is on a protected leave. Employees that do not meet the aforementioned criteria while on a leave of absence shall be given the opportunity to remain on the City's health benefit plans, but at the employee's cost, through COBRA.

## **ARTICLE XXV. BEREAVEMENT LEAVE**

Regular and probationary full-time employees of the City shall be granted a bereavement leave of absence by reason of the death, or critical illness where death appears imminent, of the employee's father, mother, brother, sister, spouse or child. Employee shall be allowed three (3) working days with pay for each occurrence and shall not be charged against the employee's sick bank.

The Personnel Officer and/or the department head may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested for an illness or death in the family where the employee's presence was necessary.

## **ARTICLE XXVI. COMPENSATORY TIME**

Each employee shall be allowed to accrue up to a maximum of 80 hours of compensatory time off but no employee shall be allowed to carry over more than 40 hours of compensatory time into a new fiscal year. At the end of each fiscal year the employee shall be paid off by



the City all accrued but unused compensatory time off-hours in excess of 40.

## **ARTICLE XXVII. WORK PERIODS, SCHEDULES AND OVERTIME**

**Section 1.** Work schedules for unit members shall be defined as follows:

- a) 4/10 Work Schedule: The 4/10 work schedule shall consist of four (4) ten (10) hour work days exclusive of any assigned meal periods.
- b) 3/12 Work Schedule: The 3/12 work schedule shall consist of three (3) twelve (12) hour work days and one (1) eight (8) hour make up day on alternating weeks, exclusive of any assigned meal periods.

**Section 2.** The existing work schedule in terms of number of days worked per week and hours per day shall remain in place.

**Section 3.** The work period shall be defined as follows:

- a) Sworn Employees: The work period shall consist of fourteen (14) days and employees are subject to a 14-day FLSA work period. For calculating contractual overtime provided pursuant to this MOU, the total hours during these 14 days shall be eighty (80) hours.
- b) Non-Sworn Employees: The work period shall consist of seven (7) days. The total work hours during these seven days shall be forty (40) hours.
  - 1. For non-sworn employees on the 3/12 schedule, the work period shall begin exactly four (4) hours into the employee's eight (8) hour shift on the day of the week which constitutes his or her alternating regular day off.

**Section 4.** An employee covered by this agreement shall receive overtime compensation at the rate of one and one-half times the regular hourly rate of pay for all time worked in excess of the total hours in his or her designated work period (i.e. forty hours for a seven day work period and eighty hours for a fourteen day work period), as described in Section 3 of this agreement.

**Section 5.** Sick leave time shall be excluded from computation of hours worked for the purposes of overtime calculation. Effective July 1, 2013, all other leave time (vacation, comp, floating, and holiday) shall be considered hours worked for the purposes of overtime calculation:

## **ARTICLE XXVIII. POA RELEASE TIME**

**Section 1.** The Association President and/or other officers designated by him shall be granted reasonable release time, not to exceed 120 hours per year, to participate in official C.O.P.S. seminars and board meetings provided the employees covered by this agreement repay the City 120 hours of compensatory, holiday, or vacation time.

**Section 2.** The Association may carry over into a new fiscal year any release time hours unused in the then concluding fiscal year, not to exceed 120. In any case where a balance of hours is carried over into a new fiscal year, the employees covered by this agreement shall only be required to repay to the City the difference between 120 hours and the number of hours so carried over.

## **ARTICLE XXIX. CITY RIGHTS**

**Section 1.** 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 agreement or by law to manage the City, as such rights existed prior to the execution of this MOU. The City may exercise its management rights unilaterally without the obligation to meet and confer on the decision to exercise such rights. However, the City shall meet and confer on the impact thereof pursuant to Section 2 of this Article. The sole and exclusive rights of Management, as they are not abridged by this MOU or by law shall include, but not be limited to, the following rights:

To manage the City generally and to determine the issues of policy;

To determine the existence or nonexistence of facts which are the basis of the Management decision;

To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;

To determine the nature, manner, means and technology and extent of services to be provided to the public;

Methods of financing;

Types of equipment or technology to be used;

To determine and/or change the facilities, methods, technological means, and size of the work force by which the City operations are to be conducted;

To determine and change the number of locations, relocations and type of operations, processes and materials to be used in carrying

out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City;

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 upon reasonable notice;

To establish and modify productivity and performance program and standards;

To relieve employees from duties for lack of work, or funds, or similar non-disciplinary reasons;

To discharge, suspend, demote, or otherwise discipline employees for proper cause;

To determine job classification and to reclassify employees;

To hire, transfer, promote and demote employees for non-disciplinary reasons;

To determine and administer policies, procedures and standards for selection, training, and promotion of employees;

To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith;

To maintain order and efficiency in its facilities and operations;

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;

To take any and all necessary action to carry out the mission of the City in emergencies.

**Section 2.**

Except in emergencies or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of Management's rights shall impact on employees of the Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this agreement or in the Personnel Rules and Regulations, Safety Resolutions and Municipal Code which are incorporated herein by reference in this agreement. By agreeing to meet and confer with the Association as to the impact and exercise of any of the foregoing City rights, Management's discretion in the exercise of these rights shall not be diminished.

## **ARTICLE XXX. COURT TIME PAY/COURT STANDBY**

Subject to the limitations below, the City agrees to pay members of Unit called to testify in court proceedings four (4) hours pay minimum per appearance and two (2) hours pay when held on standby status in the a.m. and an additional two (2) hours of pay if on standby in the p.m. Court time computations will be based upon time of arrival, to time of departure from court. Appearance and standby hours shall be compensated at 1.5 times the employee's base salary rate (either cash or compensatory time off at the election of the employee,) but in no case shall the maximum number of daily compensable court time/court standby hours exceed eight (8). Eligibility for standby pay requires the employee to verify a mandated standby status prior to the above a.m. or p.m. period of time.

If after court time commences, the employee's regularly scheduled shift commences, the employee shall not be paid compensation pursuant to this Article (i.e. rate of 1.5 times the employee's base salary rate) for time worked after the employee's regularly scheduled shift commences. For example, if an officer arrives to court at 0800 and his/her regularly scheduled shift commences at 0900, the officer would only be entitled to be paid one hour of compensation pursuant to this Article.

## **ARTICLE XXXI. NO STRIKE - NO LOCKOUT**

**Section 1.** The Association, its officers, agents, representatives and/or members agree that they will not cause or condone any strike, walkout, slowdown sickout or any other job action by withholding or refusing to perform services.

**Section 2.** The City agrees that it shall not lockout its employees. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Memorandum of Understanding or applicable ordinance or law.

**Section 3.** Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

**Section 4.** In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this agreement and is unlawful and they must immediately cease

engaging in conduct prohibited in Section 1 above, and return to work.

#### **ARTICLE XXXII. EMERGENCY WAIVER PROVISION**

In the event of circumstances beyond the control of the City, such as Acts of God, fire, flood, insurrection, civil disorder, national emergency or similar circumstances, if the City Manager or his designee so declares, any provisions of this Memorandum of Understanding or the Personnel Rules or Resolutions of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in this agreement and any Personnel Rules and policies.

#### **ARTICLE XXXIII. SEPARABILITY PROVISION**

Should any provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect.

#### **ARTICLE XXXIV. ELIGIBILITY TO RECEIVE RETROACTIVE COMPENSATION**

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

#### **ARTICLE XXXV. LEAVE DISTRIBUTION**

The value of any and all types of leave distribution shall be measured with reference only to the unadjusted base salary of each affected employee. Therefore, the value of any and all incentives, including but not limited to educational, bilingual, field training officer, detective on-call, senior officer and shooting, shall be excluded from calculating the hourly base salary rate utilized in determining the value of distributed leave hours.

**ARTICLE XXXVI. REOPENERS / WAIVER OF MEET AND CONFER**

**Section 1.** Subject to the reopener provisions described in this MOU, the parties mutually agree that neither party shall seek to negotiate or bargain with reference to wages, hours or terms and conditions of employment, whether or not covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

**Section 2.** The parties shall reopen any provision of this MOU for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in order to comply with state or federal laws.


**Section 3.** During the term of this agreement, the parties may reopen the MOU and convene the meet and confer process to discuss salary increases within the contract period.

**Section 4.** Upon unilateral decision by the City to do so, this agreement shall reopen only on issues of pay and benefits should the Bicycle Club be closed down or if the revenues to the City from Club operations fall more than 10% from the corresponding month in the previous year, and that such a drop (in excess of 10%) shall exist for three consecutive months.

**PARTIES TO THE AGREEMENT**

Bell Gardens Police Officers  
Association (BGPOA)

City of Bell Gardens

  
\_\_\_\_\_  
Daniel Ramirez  
BGPOA President

11-21-16  
Date

  
\_\_\_\_\_  
Philip Wagner  
City Manager

11/21/16  
Date

  
\_\_\_\_\_  
Luis Isarraraz  
BGPOA Representative

11-21-16  
Date