



# Memorandum of Understanding

*between*

**City of Baldwin Park**

*and*

**Service Employees International Union**

**Local 721**

July 1, 2021

to

June 30, 2024

Section 9.2	Maximum Accumulation .....	13
Section 9.3	Use of Vacation.....	14
Section 9.4	Holidays during Vacation Leave .....	14
Section 9.5	Cash-Out of Accumulated Vacation .....	14
ARTICLE 10 – HOLIDAYS.....		14
Section 10.1	Paid Holidays .....	14
Section 10.2	Holidays Falling on Weekends.....	15
Section 10.3	Floating Holidays .....	15
Section 10.4	Holiday Bank .....	15
Section 10.5	Use of Holiday Bank .....	15
Section 10.6	Maximum Accumulation .....	15
Section 10.7	Working on a Holiday .....	16
Section 10.8	Cash-Out of Accumulated Holiday Hours.....	16
Section 10.9	Winter Holiday Leave.....	16
ARTICLE 11 – OTHER LEAVE .....		17
Section 11.1	Bereavement Leave .....	17
Section 11.2	Military Leave.....	17
Section 11.3	Jury Duty .....	18
Section 11.4	Statutory Leave .....	18
Section 11.5	Industrial Injury .....	18
ARTICLE 12 – INSURANCE BENEFITS.....		19
Section 12.1	Life Insurance .....	19
Section 12.2	Vision Plan.....	19
Section 12.3	Medical Health Insurance.....	19
Section 12.4	Dental Insurance.....	20
Section 12.5	Short-Term/Long-Term Disability.....	20
ARTICLE 13 – RETIREMENT .....		20
Section 13.1	Retirement Plans .....	20
Section 13.2	Medicare .....	22
Section 13.3	Retiree Health Insurance .....	22
Section 13.4	Deferred Compensation Plan .....	23
ARTICLE 14 – COMPENSATION .....		24
Section 14.1	Salary Ranges .....	24
Section 14.2	Merit Increase .....	24

Section 18.4 Freedom from Reprisal ..... 37  
Section 18.5 Informal Resolution ..... 38  
Section 18.6 Step One – Division Head Review ..... 38  
Section 18.7 Step Two – Appointing Authority Review..... 38  
Section 18.8 Step Three – Executive Team Review ..... 38  
Section 18.9 Step Four – Binding Arbitration..... 39  
Section 19.0 Conflict/Resolution Mediation Services ..... 39  
APPENDIX A – SALARY SCHEDULES .....41  
EXECUTION OF THE NEW MOU .....42

## **PREAMBLE AND TERM**

This Memorandum of Understanding (“MOU”) has been prepared pursuant to Government Code §3500 through 3570 as amended, which is generally referred to as the *Mejers-Milias-Brown Act*.

This agreement has been developed as a result of the requests of the General Unit of Maintenance Employees, exclusively represented by the Service Employees International Union, Local 721 (“SEIU” or “Union”), to the City of Baldwin Park (“City”). The items in this agreement are subject to the approval of the City Council of the City of Baldwin Park and will be placed into effect upon the adoption of the necessary ordinances, resolutions or motions by the City Council, if acceptable to them, in accordance with the terms and conditions hereinafter set forth.

The parties agree that the provisions contained herein shall be subject to all applicable laws and covers the period of July 1, 2021 through June 30, 2024 unless otherwise provided.

Approval of this MOU by the City Council shall constitute a temporary contract bar to the implementation of the decertification process as set forth in the Employer-Employee Relations Resolution No. 98-45 (“ERR”) §8.

## **ARTICLE 1 – RECOGNITION**

The City hereby recognizes the Service Employees International Union, Local 721 (“SEIU” or “Union”) as the exclusive representative for the General Unit of Maintenance Employees (“Unit”) for the City of Baldwin Park (“City”). This Unit consists of the classifications set forth in Section 5(c) of the ERR and as follows:

Equipment Mechanic

Senior Equipment Mechanic

Maintenance Worker I

Maintenance Worker II

Senior Maintenance Worker

Street Sweeper Operator

## **ARTICLE 2 – SAVINGS CLAUSE**

This Memorandum of Understanding (“MOU”) is subject to all applicable Federal, State and City laws, ordinances, resolutions, and any lawful rules and regulations enacted by the City Council. If any part or provision(s) of this MOU is in conflict or inconsistent with such applicable provision(s) of Federal, State or City laws, ordinances, resolutions, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision(s) shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOU shall not be affected thereby.

- Determine the size and characteristics of the work force.
- Determine the allocation and assignment of work to employees.
- Determine policy affecting the selection of new employees.
- Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
- Determine administration of discipline.
- Determine control and use of City property, materials and equipment.
- Schedule work periods and determine the number and duration of work periods.
- Establish, modify, eliminate or enforce rules and regulations.
- Place work with outside firms.
- Determine the kinds and numbers of personnel necessary.
- Determine the methods and means by which such operations are to be conducted.
- Require employees, where necessary, to take in-service training courses during working hours.
- Determine duties to be included in any job classification.
- Determine the necessity of overtime and the amount of overtime required.
- Take any necessary action to carry out the mission of the City in cases of an emergency.
- Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

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 in the bargaining unit, the City agrees to meet and confer with representatives of the Union, upon request by the Union, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU or in Personnel Rules and Salary Resolutions.

## ARTICLE 5 – UNION RIGHTS

### Section 5.1

### Union Stewards

#### A. Functions and Responsibilities of Stewards

The City agrees to grant reasonable access to employee work locations of officially designated stewards for the purpose of processing grievances in accordance with this MOU. Each steward, upon notification to their immediate supervisor, may be permitted to leave their regular work location during working hours, for reasonable periods of time to perform the following functions with pay, provided their absence does not create an unsafe or undue disruption of City operations:

- To represent to a supervisor, a request for a grievance, which the steward has been requested by any employee, or group of employees, to present to such a supervisor.

3. Prior to entering any area in the fulfillment of their duties set forth herein, the steward shall notify the supervisor of that area of their presence and the reason for their business in that area.

E. Management Responsibility

When the presence of a steward is desired by an employee, or group of employees, for the presentation, investigation, and/or adjustment of a grievance and/or dispute, the employee or group of employees shall make a request to their immediate supervisor. The supervisor shall arrange for a steward to be present as soon as possible, consistent with safe and efficient operating requirements.

F. Discrimination

1. The City agrees that a steward shall not be hindered, coerced, restrained or interfered with in the performance of their duties and responsibilities provided in the MOU.
2. The Union understands and agrees that each steward is employed to perform full-time work for the City and that each steward will not leave their work location during working hours, unless they gain permission from their immediate supervisor.
3. The Union and the City agree hereto that each will cooperate with the other and reduce to a minimum the actual time spent by stewards in the performance of their duties under this MOU.

Section 5.2                      Voluntary Political Contributions

The City agrees to allow employees to make voluntary political contributions to SEIU's Committee on Political Education ("COPE") through payroll deduction. Any employee interested in making such contributions shall authorize the City, in writing, on a form, provided by the Union, which clearly indicates the funds will be used for political activities and the contribution is voluntary in nature. The Union will abide by all federal and state laws relating to such contributions and shall indemnify the City in the event of litigation.

Section 5.3                      Payroll Deductions

The City shall deduct union dues and other applicable deductions, on a biweekly payroll basis for employees in the Unit. The forms for this purpose shall be provided by the Union. The City shall provide separate payroll codes for each type of deduction.

Each pay period, the Union shall provide the City with an "authorized deduction report" which includes unit employees who have authorized the deduction of union dues, COPE, and other applicable deductions and the amount(s) of those deductions. Such deductions shall be made only when the employee's earnings for a pay period are sufficient after other legally required deductions are made. The City shall not make payroll deductions for employees who are in an unpaid status.

Section 5.5                    Indemnity Clause

The Union agrees to indemnify and hold harmless the City for any loss or damages arising from the operation of the provisions in this article.

Section 5.6                    Use of City Facilities

The Union shall have use of City facilities for membership meetings, upon reasonable advance notice to and approval by the appropriate City employee. Such use is subject to applicable City regulations and availability.

Section 5.7                    Bulletin Boards

The City shall make at least one (1) square foot of space available to the Union on the City's existing employee bulletin boards for the purpose of posting notices pertaining to Union business.

Section 5.8                    Union Training

Each calendar year, no more than five (5) eligible employees may be released from work, without loss of pay and benefits, for up to a total of eighteen (18) hours of regular work time per eligible employee. Such paid release time shall be for the exclusive purpose of attending SEIU-sanctioned training or classes that are appropriate to the employee's representation of the bargaining unit. This paid release time is for regular work hours only and employees will not be entitled to compensatory time or overtime for any such training. To be eligible, an employee must be designated as a Steward or Chapter Board member by SEIU.

Management is responsible for staffing to accommodate such paid release time upon two (2) weeks' advance notice by the Union. No more than two (2) eligible employees at a time may be on paid release time for union training.

Section 5.9                    Union Meetings

The City shall provide each employee up to two (2) hours of paid release time each month to attend union meetings. Such meetings shall not be held during regular business hours of the City more often than four (4) times per calendar year.

The sole exception to this annual limit is during negotiations for a successor MOU, wherein the Union shall be allowed to hold union meetings as often as needed, to keep employees informed on the bargaining process, but not to exceed a total of two (2) hours of paid release time each month for this purpose.

Section 5.10                  Meet and Confer

In the event the Union is formally meeting and conferring with representatives of the City on matters within the scope of representation during regular working hours up to four (4) employees from the

D. In addition to any other lawful remedies or disciplinary actions available to the City, if the Union fails, in good faith to perform all responsibilities listed below in Section 6.2- Union Responsibility, the City may suspend any and all of the rights, privileges, accorded to the Union under the Employee Relations Resolution, this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Union, grievance procedure, right of access, check-off, the use of the City's bulletin boards, and facilities.

Section 6.2                      Union Responsibility

In the event that the Union, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 6.1 – Prohibited Conduct above, the Union or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and unlawful, and they should immediately cease engaging in conduct prohibited in Section 6.1 – Prohibited Conduct above, and return to work. They themselves must also return to work.

If the Union performs all of the responsibilities set forth in this article, its officers, agents, and representatives shall not be liable for damages resulting from prohibited conduct performed by employees who are covered by this agreement, in violation of Section 6.1 above.

**ARTICLE 7 – WORK HOURS**

Section 7.1                      Work Period

The work period for all employees shall be seven (7) days in length commencing on Sunday at 12:01 A.M.

Section 7.2                      Work Schedule

A. 9/80 Schedule

Employees are typically assigned to a 9/80 plan work schedule. The Union recognizes the City may, at its sole discretion, end the 9/80 plan upon reasonable notification to the Union. The termination of such plan is not subject to the grievance process or any other administrative review. The Union recognizes that the 9/80 plan is not a vested right in any manner, and that the termination of such 9/80 plan is not subject to the meet and confer process or meet and consult process.

The Union further recognizes that the 9/80 plan does not create any additional overtime obligation for the City under the Fair Labor Standards Act (“FLSA”). The City may adjust employees work periods as necessary so that their forty (40) hours of scheduled work does not overlap into another work period to avoid an overtime obligation.

B. 4/10 Schedule



Travel time to and from the training facility outside of an employee's normal work shift is not compensable hours of work.

C. Injury on Duty

While any employee is on "injury on duty" status, their work hours will be 8:00 A.M. to 5:00 P.M., Monday through Friday, so there is no issue that they are eligible for overtime while receiving treatment or keeping doctor's appointments.

D. Donning and Doffing

Time spent in changing clothes before or after a shift, or during lunch, is not considered hours worked and is not compensable in any manner whatsoever.

Section 7.5                      Hours Worked

In determining an employee's eligibility for overtime compensation in a work period, sick leave and unpaid leaves of absences shall be excluded from the total hours worked.

Section 7.6                      Meal Breaks

Employees will be provided with the opportunity to take a non-paid and unrestricted meal period for every five (5) hours worked, consistent with the provisions of the FLSA. Employees are cautioned not to spend excessive amounts of time at their workstation before or after their normal work period or during their meal breaks. Meal breaks should be taken away from the employee's workstation. This incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained.

Section 7.7                      Rest Breaks

Employees will be provided two (2) fifteen (15) minute rest breaks during their work shift, one (1) each approximately at the midpoint of each one-half (1/2) work shift. Rest time is not cumulative beyond the half scheduled work shift within which the break period occurs nor may it be used to extend lunch or shorten the work shift.

Section 7.8                      Working Special Events

Work performed at the Baldwin Park Anniversary Parade, "4th of July", and Cinco de Mayo/Open House events will be compensated at the overtime rate, irrespective of the total paid leave exclusions for the work period.

**ARTICLE 8 – SICK LEAVE**

Section 8.1                      Rate of Accrual

Sick leave shall accrue, on an hourly basis per pay period, at the rate of eight (8) hours per month.

## ARTICLE 9 – VACATION

### Section 9.1                      Rate of Accrual

An employee shall accrue vacation each pay period based on the following schedule:

<b>Years of Service</b>	<b>Accrual Rate per Pay Period</b>	<b>Annual Accrual Rate</b>
Up to 5 years	3.69 hours	96 hours
5 to 9 years	4.62 hours	120 hours
10 to 14 years	5.54 hours	144 hours
15 to 19 years	6.46 hours	168 hours
20 or more years	7.38 hours	192 hours

Accrual at the next highest level shall begin on the employee’s anniversary date of the respective years.

### Section 9.2                      Maximum Accumulation

The maximum accrual of vacation leave that may be accumulated shall be as follows:

<b>Years of Service</b>	<b>Maximum Accumulation</b>
Up to 5 years	192 hours
5 to 9 years	240 hours
10 to 14 years	288 hours
15 to 19 years	336 hours
20 or more years	384 hours

Accumulation at the next highest level shall begin on the employee’s anniversary date of the respective years.

If an employee, because of business necessity, is not able to utilize excess accumulated vacation hours, upon written request to and approval of the department head, an employee will be given an extension in order to take their vacation. In cases where the employee forfeits vacation leave time at the request of the City, upon approval of the Chief Executive Officer or designated representative(s), said employee shall be compensated for forfeited vacation leave time at the employee’s current rate of pay. It is the employee’s responsibility to schedule vacation time well in advance to avoid forfeiting their vacation or to avoid any conflicts.

C. Additional paid holidays shall be observed if they are designated as holidays by motion of the City Council.

Section 10.2                      Holidays Falling on Weekends

All holidays falling on a Saturday will be observed on the Friday immediately prior to the holiday.

All holidays falling on a Sunday will be observed on the Monday immediately following the holiday.

Section 10.3                      Floating Holidays

On January 1<sup>st</sup> each employee will be credited with three (3) floating holidays, for a total of twenty-seven (27) hours.

Floating holidays are credited to each employee's holiday bank, upon initial hire and each January 1<sup>st</sup>, at the rate of nine (9) hours per floating holiday.

Section 10.4                      Holiday Bank

At the beginning of each calendar year, the City will determine how many of the paid holidays fall on non-regularly scheduled work days, as determined by an employee's assigned work schedule, and the employee will be credited with an equivalent number of hours of holiday time, at the rate of nine (9) hours per holiday, in their holiday bank.

New employees will be initially credited with a pro-rated amount of holiday hours, based upon their assigned work schedule and the paid holidays remaining in the same calendar year, from the employee's date of hire to the pay period which includes December 31<sup>st</sup>.

On a 9/80 work schedule, an employee's assigned work schedule will determine their "Friday" to be scheduled to work or off-duty. The "Fridays" to be worked are computed as an eight (8) hour work day. In the event of a holiday falling on a "Friday" work day, an employee will be credited with one (1) hour of holiday time in their holiday bank.

Section 10.5                      Use of Holiday Bank

The actual date for the use of such leave shall be subject to the approval of the employee's department head. Leave shall generally be used in increments equivalent to the work day being requested for time off [*For example: a standard nine (9) hour work day or a "Friday" eight (8) hour work day*]; however, employees may also be permitted to take holiday leave in hourly increments.

Section 10.6                      Maximum Accumulation

Employees may accumulate up to a maximum of one hundred (100) hours of holiday bank time.

approval or denial shall be based on seniority, except that no employee shall be denied the option to take a winter holiday in successive years.

- D. An employee who opts to take the time off with pay must utilize accumulated leave from their vacation, compensatory, or holiday banks to cover any additional days which are not already covered by a paid holiday occurring on their regularly scheduled shift.
- E. Employees who do not wish to take a winter holiday, by utilizing time off from their accumulated time banks to cover the additional days, may opt to continue working their regularly scheduled shifts on those days.

## ARTICLE 11 – OTHER LEAVE

### Section 11.1            Bereavement Leave

Each employee shall receive the equivalent of one (1) workweek of bereavement leave, not to exceed a total of forty-four (44) regularly scheduled work hours per incident, as needed to attend to family affairs, because of a death in the immediate family.

Immediate family shall mean and include only the employee's spouse, children (including step, adopted, foster, or other recognized equivalent), grandchildren, parents (including in-law), siblings, grandparents (including in-law), and registered domestic partner.

Individuals with relationships to the employee which are not set forth herein may be considered on a non-precedential case-by-case basis by the CEO, upon written request of the employee. The granting of such special request shall not constitute a past practice for the purpose of this MOU and shall not be relied upon in subsequent requests by similarly situated employees.

Unused bereavement leave cannot be saved, added to the employee's holiday bank, converted to cash, or remain available for other use at any other time.

Use of the bereavement leave shall commence within six (6) weeks of the death of the immediate family member. The CEO may, in his or her sole discretion, grant an extension of the time within which an employee may commence bereavement leave. If such an extension is necessary, the employee shall make a written request, which will be considered on a case by case basis. The bereavement leave provided in this section is a separate paid leave which is not to be deducted from any other accumulated paid leave, such as sick leave, vacation, or holiday.

### Section 11.2            Military Leave

An employee granted military leave pursuant to Personnel Rule §11.6 shall not be paid additional compensation when such leave extends beyond the employee's regularly scheduled work week. A copy of the employee's orders will be placed in the employee's personnel file for recordkeeping purposes.

Section 11.6    Personal Necessity Leave

An employee shall be allowed to use up to forty (40) hours of accumulated leave excluding sick leave) per calendar year, for the purpose of attending to personal emergencies or unanticipated personal business that may arise during their regularly scheduled work hours. Personal leave hours should not be used if employees or their family members are ill. Sick leave is the appropriate leave in those instances.

Such requests for personal leave do not require any advance notice, as may normally be required for the use of vacation or compensatory time off. It is understood that such requests shall be granted unless the City requires the employee to work as scheduled to ensure public safety and/or minimum staffing levels to safely conduct City operations.

**ARTICLE 12 – INSURANCE BENEFITS**

Section 12.1            Life Insurance

The City will provide each employee with term life insurance in the amount of fifty thousand dollars (\$50,000) at no cost to the employee.

Section 12.2            Vision Plan

The City will provide a vision plan to each employee and will contribute up to a maximum premium cost of thirty-four dollars and five cents (\$34.05) per month. Any premium increase in excess of thirty-four dollars and five cents (\$34.05) per month shall be absorbed by the employee. There shall be no cash-back payment of any remaining excess funds after the payment of the monthly premium. Effective the first full pay period following the date of MOU approval by City Council the City's contribution shall increase to forty dollars (\$40.00) per month.

Section 12.3            Medical Health Insurance

A. Public Employees Medical and Hospital Care Act (PEMHCA) Contribution

The City shall pay the monthly cost of the employer's minimum contribution as required by Government Code §22892.

B. City's Maximum Contribution for Premiums

The City will contribute a maximum of one thousand, two hundred dollars (\$1,200) per month, towards the premium costs of a City-sponsored medical health insurance plan of the employee's choice.

Effective the first full pay period following the date of MOU approval by City Council, the City's contribution to medical premiums shall be increased to \$1,300 per month.

Effective July 1, 2022 the City's contribution to medical premiums shall be increased to \$1,350 per month.

of hire and/or member status with CalPERS as determined by the Public Employee's Pension Reform Act of 2013 ("PEPRA").

A. Plan Tiers

Each retirement plan tier defines the retirement formula, final compensation calculation, and employee contribution/cost sharing as follows:

- TIER I: Employees Hired prior to January 1, 2013 and "Classic Members" of CalPERS

"2.7% at 55" retirement formula (Government Code §21354.5).

Final compensation shall be calculated on the single highest year based on the average of the twelve (12) highest paid consecutive months (Government Code §20042).

Effective October 25, 2015, employees will pay the employee's member contribution, but not to exceed eight percent (8.0%). The City will continue to pay all other costs, including but not limited to one hundred percent (100%) of the employer's costs, as may be required by CalPERS.

- TIER II: Employees Hired on or after January 1, 2013 and "New Members" of CalPERS

"2% at 62" retirement formula (Government Code §7522.20).

Final compensation shall be calculated on a three (3) year average based on the thirty-six (36) highest paid consecutive months (Government Code §20037).

Employees are required to participate in cost sharing with the City by paying fifty percent (50%) of the normal cost, as determined by CalPERS each year (the employee's cost for 2017 is 6.25%). The City will pay all other costs as may be required by CalPERS.

B. Additional Benefits

The City contracts with CalPERS to provide the following optional and statutory benefits:

- Annual Cost-of-Living Allowance

An *Annual Cost-of-Living Allowance Increase* (Government Code §21329) of up to two percent (2%) during retirement.

- Survivor Benefit

The City is currently providing the *First Level of 1959 Survivor Benefit* (Government Code §21571) for which each employee contributes ninety-three cents (\$0.93) per pay period.

Any coverage that the retiree purchases in excess of “retiree+1” and/or in excess of seven hundred and eighteen dollars (\$718.00) per month shall be the sole responsibility of the retiree.

- TIER B: Employees Hired Between July 1, 2015 and June 30, 2020

The City shall pay the monthly MEC to CalPERS.

*For example: In 2017, the MEC was \$128.00.*

In addition, the City shall reimburse the retiree, or by some other mechanism provide the retiree with an amount which is equal to the difference of the monthly MEC and the premium cost for “retiree only” coverage in a CalPERS medical plan chosen by the retiree, in an amount that shall increase consistent with the employee’s years of service to the City, as follows:

Full Years of Service	City Paid % of Single Party Premium
0 – 5 years	0%
6 – 10 years	20%
11 – 15 years	40%
16 – 20 years	60%
21 – 25 years	80%
26 years or more	100%

*For example: In 2017, if a retiree with 26 years of service chose “retiree only” coverage in a plan with a monthly premium of \$575.00, the City would contribute an additional \$447.00 per month. If a retiree with 17 years of service chose that same plan, the City would only contribute an additional \$268.20 per month.*

Any coverage that the retiree purchases in excess of “retiree only” shall be the sole responsibility of the retiree.

- TIER C: Employees Hired On or After July 1, 2020

The City shall pay the PEMHCA minimum.

Section 13.4                      Deferred Compensation Plan

The City currently offers one (1) established deferred compensation providers to its employees. Deferred compensation is a voluntary program wherein employees may elect to allocate salary to the City's 457 plans on a pre-tax basis in accordance with the provisions of the plan. Effective

## ARTICLE 15 – SPECIAL PAY PROVISIONS

### Section 15.1            Overtime

#### A. FLSA Overtime

All employees required to perform work in excess of forty (40) hours in a seven (7) day cycle shall receive compensation at the rate of time and one-half (1½) of their FLSA rate of pay.

#### B. Double Time

All employees shall receive compensation at the rate of two (2X) times their FLSA rate of pay if they work overtime on a holiday as designated in Section 10.7 of this MOU or if they work twelve (12) or more consecutive hours.

#### C. Authorization for Overtime

All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable. Dispatched calls beyond the end of duty time are considered as authorized. An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.

Employees are cautioned not to spend excessive amounts of time at their workstation before or after their normal work period or during their meal breaks. Meal breaks should be taken away from the employee's workstation. This incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained.

### Section 15.2            Compensatory Time

#### A. Accrual

In lieu of receiving cash payment for overtime hours worked, an employee may elect to earn compensatory time.

#### B. Maximum Accumulation

An employee may carryover a maximum of forty (40) hours from calendar year-to-year.

#### C. Use of Compensatory Time Off

The time during which an employee may take their compensatory time off shall be approved by the employee's supervisor with due regard for the wishes of the employee and the service needs of the City.



and return to the employee's off-duty activities will serve to cut off call back pay upon the commencement of the employee's performance of or travel to that activity.

D. Rate of Payment for Call Back

All call back hours will be compensated at the applicable overtime rate, irrespective of the total paid leave exclusions for the work period.

There shall be no duplication or pyramiding of call back rates under this section.

*For example: If an employee is called back to perform work at a physical location at 8:00 P.M. and completes the task by 9:00 P.M., and then receives a second call back assignment at 10:00 P.M. (while still on duty for the first call back), the employee would receive the single four (4) hour guaranteed minimum payment. However, if the employee subsequently receives another call back after 12:00 A.M. a new guaranteed minimum payment would apply.*

Absent call backs which occur within the same consecutive time period, each individual call back event shall be subject to the minimum guaranteed payments outlined in this section.

E. Callback Absent a Standby Assignment

The City understands assigning employees to standby duty would ensure the City has qualified employees ready and available to respond, without delay, to after-hours operational needs and/or emergencies on behalf of the City. However, the City wants to avoid the cost of assigning employees to standby duty on a routine basis. Therefore, employees shall not be obligated to respond to work-related calls they may receive while off-duty. This provision does not prevent the City from ordering an employee to respond to work during a bona fide emergency, if the City makes actual verbal or personal contact with the employee and the employee is able to meet the requirements for such an emergency response. No employee shall be subject to reprisal for failing to make themselves available to respond to off-duty calls or for not being able to meet the requirements for such an emergency response (*For example: refraining from activities during their scheduled off-duty time which might impair their ability to perform work or located outside of the response area, etc.*).

Section 15.4                      Bilingual Pay

The City shall pay one hundred dollars (\$100) per month to a person who is capable of speaking, reading, writing and/or interpreting the languages of Spanish, Cantonese, Mandarin, Chinese, Japanese, Vietnamese, Tagalog, and American Sign Language (ASL) when those languages skills are operationally necessary or beneficial to the City.

Qualifying tests established by the City shall make the determination of capability.

- PCA (Pest Control Applicator):

Two (2) employees maximum at any one time, with rotation if more than two (2) are qualified.

- ASE (Automotive Service Excellence)

ASE Certificates must be from an approved list of certificates determine by management and only includes the following, unless the parties mutually agree otherwise, during the term of the MOU:

- A1 - Engine Repair (50 scored questions)
- A2 - Automatic Transmission/Transaxle (50)
- A3 - Manual Drive Train & Axles (40)
- A4 - Suspension & Steering (40)
- A5 - Brakes (45)
- A6 - Electrical/Electronic Systems (50)
- A7 - Heating & Air Conditioning (50)
- A8 - Engine Performance (50)
- A9 - Light Vehicle Diesel Engines (50)
- E1 - Truck Equipment Installation & Repair (45 scored questions)
- F1 - Alternative Fuels
- G1 - Auto Maintenance and Light Repair
- L3 - Light Duty Hybrid/Electric Vehicle Specialist Certification Test
- P2 - Automobile Parts
- T1 - Gasoline Engines (50 scored questions)
- T2 - Diesel Engines (55)
- T3 - Drive Train (40)
- T4 - Brakes (50)
- T5 - Suspension & Steering (50)

No more than two (2) Mechanics at any one time may earn \$150 each for the first ASE certification and \$150 each for a second ASE certification. There is no certificate pay for any ASE certificates over the first and second. Two employees currently holding a second certificate will receive a one-time signing bonus equal to \$2250. The one-time bonus is considered taxable income and is not PERSable.

- Backflow Certification

Section 15.10

Safety Work Boots

The City will provide a voucher and/or reimbursement system to all employees for the purchase, repair and maintenance of safety work boots in compliance with the standards of the Occupational Safety and Health Administration (“OSHA”).

The City will pay up to a maximum of three hundred dollars (\$300) per fiscal year for the purchase or repair of OSHA approved safety work boots. Any excess funds may be used to purchase socks, support hose, or other footwear accessories. Each employee shall purchase a minimum of two (2) pairs of safety work boots per fiscal year. Any costs which exceed three hundred dollars (\$300) per fiscal year shall be the responsibility of the employee.

All employees being provided such reimbursement or safety work boots will be required to wear such boots during their assigned work hours. Employees will only be required to wear steel-toe work boots if required by their specific job duties for safety.

The City has made arrangements with Red Wing in Covina and El Monte to allow employees to purchase their safety work boots; however, employees may purchase OSHA approved safety work boots through a vendor of their choice. Upon approval of their assigned Public Works Supervisor, each employee shall be allowed up to one (1) hour of scheduled work time to purchase their safety work boots.

**ARTICLE 16 – GENERAL PERSONNEL PROVISIONS**

Section 16.1

Probationary Period

A. Initial Probation

The initial probationary period shall be twelve (12) months. At any time during the initial probationary period, an employee may be rejected without cause and without right of appeal.

B. Probation Following Promotion

An employee promoted to a higher position shall serve a probationary period of twelve (12) months. If an employee serving a probationary period for a promotional appointment is rejected, they shall be reinstated to their former classification at the same salary step previously held.

Section 16.2

Contracting Out

It is agreed that the City may utilize outside contractors for the performance of maintenance functions. However, no employee will be laid off as a result of utilizing any outside contractor for the duration of this MOU.

Section 16.7

American's With Disabilities Act

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree the provisions of this agreement may be set aside in order for the City to avoid discrimination relating to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Union recognizes the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Union will be notified of these proposed accommodations prior to implementation by the City.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

Prior to setting aside any provision of this agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Union with written notice of its intent to set aside the provision, and will allow the Union the opportunity to discuss options to the setting aside of any provision.

Section 16.8

Alcohol/Drug Abuse and Testing

A. Pre-Employment Alcohol and Drug Testing

The parties agree that all new hires represented by the unit will be subject to pre-employment alcohol and drug testing. Employment will be contingent upon the results of this testing.

The parties specifically understand and agree that marijuana remains a Class I controlled substance under federal law, and despite the existence of conflicting state law, the City is entitled to, and will, without exception, deny employment to any applicant who tests positive for marijuana on a pre-employment drug test.

B. Alcohol and Drug Abuse Policy

1. City Policy

The City will maintain a policy to eliminate substance abuse and its effects in the workplace and to ensure that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

It is the City's policy that employees shall not be under the influence of or in possession of alcohol or drugs while on City property, at work locations, or while on duty; shall not utilize such substances when they have a reasonable expectation of call in for duty; shall not possess, provide or sell illegal drugs to any other employee or to any person while on duty; nor have their ability to work impaired as a result of the use of alcohol or drugs.

marijuana), which may interfere with the safe and effective performance of duties or operation of equipment;

- Report to their supervisor of any criminal drug statute conviction no later than five (5) days after such conviction;
- Report to the supervisor when they have knowledge of objective evidence other employees may be under the influence of drugs or alcohol or engaging in illegal drug related (including marijuana) activities.

Employees who believe they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance through their medical plans or through other resources available in their community. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help. The Union acknowledges and agrees that an employee who has not previously sought assistance for alcohol or drug issues may not offer the need for treatment as a mitigating circumstance in any disciplinary action.

#### 4. Management Responsibilities

Managers and supervisors are responsible for:

- Reasonable enforcement of this policy.
- Notifying the affected contract/granting agency within ten (10) days after receiving notice of any conviction.
- Referring subordinates, as needed, to the Personnel Services office for a summary of available benefits through the various health plans.
- Treating any cases, where rehabilitation has been recommended in writing by the employee's physician or is already underway, as a medical situation subject to current medical leave policies.
- Maintaining strict confidentiality on all matters arising under the provision of this policy. Medical information, if necessitated, will be maintained by Personnel Services in separate, secured files.
- Sharing information only when there is a bona fide "need to know" in instances where referrals, rehabilitation, medical leaves, work accommodation, discipline or other employment related decisions are affected.

As with all policies and procedures, any incident or situation requiring management attention is expected to be given thorough and deliberate consideration before any final action is taken, especially in disciplinary cases. Decisions made on such cases under this policy will be subject to review by an individual's department head, and Personnel Officer.

Section 17.3                      Stale Discipline

A verbal or written warning/reprimand may be removed from an employee's official personnel file, upon written request to the Personnel Officer, if it is over four (4) years old. The Personnel Officer shall review the official personnel file and if the employee has not been involved in any subsequent incidents that resulted in written corrective counseling or other management action for a period of three (3) years from the date the most recent notice was issued or management action taken, said verbal or written warning/reprimand may be removed from consideration for subsequent discipline or employment actions.

**ARTICLE 18 – GRIEVANCE PROCEDURES**

It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without any subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision.

Section 18.1                      Definition

A “grievance” is a formal, written allegation by a grievant that they have been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the MOU and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of this City, are not within the scope of this procedure.

Personnel Rule §15 shall be modified by this agreement to provide the utilization of the grievance procedure for employees who receive performance evaluations rated at the level of marginal and/or unsatisfactory.

Section 18.2                      Timelines

If the time limits for employees' appeals at any step should lapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the Executive Team fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted their administrative remedy.

Section 18.3                      Representation

The employee may request the assistance of a recognized union representative of their own choice in preparing and presenting their grievance at any level of review.

Section 18.4                      Freedom from Reprisal

Employees shall be assured freedom from reprisal for using the grievance procedure.

Section 18.9                      Step Four – Binding Arbitration

Arbitration shall be conducted as follows:

If the parties cannot mutually choose an arbitrator, using the striking method, the parties shall select a hearing officer from a list of seven neutrals, who are located in Southern California, provided by the California State Mediation and Conciliation Service (SMCS). The party making the first strike shall be chosen by the toss of a coin. The only remaining name after the striking process shall serve as the hearing officer.

The expense(s) of selecting and utilizing a neutral shall be shared equally by the parties.

Prior to the arbitration hearing, the parties shall attempt to prepare a joint statement of the issues which describes the dispute to be heard by the hearing officer. If the parties are unable to agree on a joint statement, each party shall prepare a separate statement of issues. The hearing officer shall not decide any issue which is not within the statement(s) of issues submitted by the parties.

The employee has the right to representation by counsel, or by a union representative, for all stages of the arbitration. Discovery may be conducted in the arbitration proceeding, upon approval of the arbitrator. The arbitrator is authorized to issue subpoenas. All parties shall have the right to call and examine witnesses, introduce exhibits, cross-examine opposing witnesses on any matter relevant to the issue, impeach any witness, and rebut any derogatory evidence. The hearing shall be a private proceeding among the City, the employee, and the Union. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence.

The hearing officer shall render his/her written findings and conclusions no later than thirty (30) days after the conclusion of the hearing and final submission of briefs, if any. If the hearing officer sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this MOU. The arbitrator's decision shall be final and binding upon all parties.

At the end of this current contract, and to determine the continued use of Binding Arbitration, the City and Union must mutually agree that the process served to be beneficial to both parties and that there were efforts on the part of the Union and the City to genuinely discuss and address important issues.

Section 19.0                      Conflict/Resolution Mediation Services

Conflict Resolution/Mediation Services is a tool for supervisors and managers to utilize as needed to resolve workplace conflicts that are persistent and have evolved to such a degree that it has become a barrier to productivity. Supervisors are ultimately responsible for making every effort to mitigate conflict or disagreements based on organizational best practices, and encouraged to seek guidance from Human Resources when these situations occur. Whenever a supervisor believes that conflict/mediation services

**APPENDIX A – SALARY SCHEDULES**

CITY OF BALDWIN PARK									
SEIU General Unit of Maintenance Employees									
<i>Effective July 1, 2019</i>									
Job#	Job Classification	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
40061	EQUIPMENT MECHANIC	<i>Hourly</i>	\$20.81	\$21.85	\$22.94	\$24.09	\$25.29	\$26.55	\$27.88
40054	MAINTENANCE WORKER I	<i>Hourly</i>	\$17.54	\$18.41	\$19.33	\$20.30	\$21.31	\$22.38	\$23.50
40055	MAINTENANCE WORKER II	<i>Hourly</i>	\$19.29	\$20.25	\$21.27	\$22.33	\$23.45	\$24.62	\$25.85
40053	SENIOR EQUIPMENT MECHANIC	<i>Hourly</i>	\$22.89	\$24.03	\$25.23	\$26.49	\$27.82	\$29.21	\$30.67
40060	SENIOR MAINTENANCE WORKER	<i>Hourly</i>	\$21.29	\$22.36	\$23.47	\$24.65	\$25.88	\$27.17	\$28.53
40062	STREET SWEEPER OPERATOR	<i>Hourly</i>	\$19.77	\$20.76	\$21.80	\$22.89	\$24.03	\$25.23	\$26.50



**EXECUTION OF THE NEW MOU**

On December 8, 2021, this MOU was ratified by simple majority vote of unit employees who are in classifications represented by the Union.

On December 15, 2021, this MOU was ratified/approved by a vote of the City Council for the City of Baldwin Park on Agenda Item# \_\_\_\_\_ (Resolution No. 2021-024 on the MOU).

Following its execution by the three (3) authorized signatories for the parties, the City shall implement its terms and conditions by appropriate lawful action.

In witness thereof, the authorized signatories hereto have caused this MOU to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

***AUTHORIZED SIGNATORIES TO THE MEMORANDUM OF UNDERSTANDING***

<b><i>SEIU Local 721</i></b>	<b><i>City of Baldwin Park</i></b>
------------------------------	------------------------------------



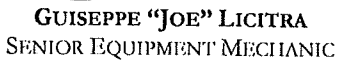
**STEVE KOFFROTH, CHIEF NEGOTIATOR  
SEIU LOCAL 721**



**STEPHEN COUCHMAN  
MAINTENANCE WORKER II**

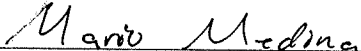


**ADAM DITTO  
EQUIPMENT MECHANIC**



**GUISEPPE "JOE" LICITRA  
SENIOR EQUIPMENT MECHANIC**

**MARIO MEDINA  
MAINTENANCE WORKER II**



**EMMANUEL ESTRADA  
MAYOR**

12/15/21

**ENRIQUE ZALDIVAR, CHIEF NEGOTIATOR  
CHIEF EXECUTIVE OFFICER**

**LAURA J. THOMAS  
HUMAN RESOURCES MANAGER**

**ROSE TAM  
FINANCE DIRECTOR**