



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MONROVIA

AND

THE MONROVIA POLICE OFFICERS' ASSOCIATION

JULY 1, 2022 – JUNE 30, 2027

**MEMORANDUM OF UNDERSTANDING
MONROVIA POLICE OFFICERS' ASSOCIATION
FISCAL YEARS 2022 – 2027**

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APPENDIX G

SECTION I. GENERAL

This Memorandum of Understanding (Agreement) is made and entered into by and between the City of Monrovia (City) and the Monrovia Police Officers' Association (Association), pursuant to the Meyers-Miliias-Brown Act of the State of California, the Monrovia Municipal Code, and the Personnel Rules and Regulations of the City of Monrovia. The City and the Association have agreed on the terms outlined in this Agreement for a five-year period (Fiscal Years 2022 – 2027), to remain in effect through June 30, 2027. Furthermore, the City and Association also agree to an automatic re-opener of this Agreement if the City experiences any severe financial hardship through reductions in the operating budget and / or increases in employer costs during the term of this Agreement.

The City Council ratified and approved the terms and conditions of employment set forth in this Agreement on June 21, 2022.

It is the intent and purpose of this Agreement to set forth the understanding reached between the Association and the City as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between employees represented by the Association and representatives of the City. The parties affirm their mutual commitment to the goals of respecting and valuing people, effective and efficient public service, sound and responsible management, and amicable employer-employee relations.

SECTION II. RECOGNITION

The City recognizes the Association as the representative in matters pertaining to wages, hours, and others terms and conditions of employment for those employees within the representation unit composed of those full-time permanent classified positions that include the following:

- Administrative Assistant – Police
- Communications, Crime Analyst, & Technology Supervisor
- Community Services Officer
- Information Systems Technician
- Jailer
- Lead Parking Enforcement Officer
- Office Administrator - Police
- Parking Enforcement Officer
- Police Communications Operator (Dispatch)
- Police Officer
- Police Officer w/ Agent Assignment
- Police Officer w/ Detective Assignment
- Police Recruit
- Police Sergeant
- Police Services Representative
- Police Services Supervisor
- Senior Administrative Assistant - Police
- Senior Community Services Officer
- Senior Police Officer

SECTION III. MANAGEMENT RIGHTS AND RESPONSIBILITIES

In order to ensure that the City of Monrovia shall have the ability to carry out its functions to provide continuing public services, the City retains the sole and exclusive right, responsibility and authority to determine its mission, purpose, objectives and policies subject to the requirements of law, including those regarding the City's obligation to meet and confer with representatives of the Association, and except as specifically abridged herein, which shall include, but not necessarily be limited to the following:

1. To determine the standards and levels of services to be rendered, operations to be performed, utilization of technology and equipment, means and method of operations,

overall budgetary matters including but not limited to, the right to contract or sub-contract any work, services or operations of any agency or department;

2. To determine the policy of all departments and agencies of the City including the right to manage and direct the affairs of all agencies and departments in all respects;
3. To hire, promote, transfer, assign, and retain employees and to suspend, demote, discharge or take disciplinary action against employees of any agency or department;
4. To direct and manage the employees of all City agencies and departments;
5. To determine the appropriate job classifications, organizational structure and level of personnel by which the operations of all City agencies and departments are conducted;
6. To relieve employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or inefficient in terms of the utilization of resources to meet public needs;
7. To maintain the efficiency and effectiveness of government operations;
8. To determine the size and composition of all agencies and departments of the City, to assign the employees within departments and to establish work schedules and assignments;
9. To establish performance standards for employees of City agencies and departments including but not limited to quality and quantity standards;
10. To take whatever actions may be necessary to carry out the mission of the City agencies and departments in situations of emergency;
11. To establish and promulgate rules and regulations, policies and procedures relating to productivity, efficiency, conduct and safety, as well as rules and regulations, policies and procedures designed to comply with applicable jurisdiction and legislative enactments.

SECTION IV. EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

A. Dues Deduction.

The City shall deduct dues on a regular basis, however, not to exceed once per month, from the pay of all classifications and positions recognized to be represented by the Association and who voluntarily authorize such deductions in writing on a form to be provided for this purpose which is mutually agreed to by the Association and City. The authorization for dues deduction shall be revocable at any time by the employee's filing a written request for such discontinuance. The City shall remit deducted monies to the Association within ten working days following the deductions. City shall not be responsible to institute payroll deduction until 30 days after the written authorization is presented to the City.

B. Indemnification.

The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of the dues deductions or transmittal of such monies to the Association.

C. Time off for Meeting and Confering.

1. The City recognizes that it is to the benefit of both the City and the Association that the City grant individuals representing the Association in employer-employee relations leave from duty with full pay during scheduled working hours to participate in such meet and confer sessions as requested by the City. When an employee participates in meet and confer session(s) during non-scheduled work hours, the employee shall not be entitled to receive any pay or benefits from the City for such time spent in the meet and confer session(s). Individuals granted time off to represent the Association shall be permanent full-time employees in those classifications represented by the Association.
2. As used herein and above, full pay shall mean the employee's current base salary, benefits and assigned bonus pay only.
3. The Association shall provide, in writing, to the City Manager and to the head of the department to which the employee/representative is assigned, the name(s) of those individuals, limited to five (5), who will serve as representatives of the Association for the purposes of meet and confer.

Up to three (3) employees for the purpose of representing the Association during the meet and confer process. Leave from duty shall be granted only to the extent that such leave does not adversely affect the operations of the respective department in which the employee is assigned.

SECTION V. WORK STOPPAGE PROHIBITION

A. Prohibited Conduct.

1. The Association agrees that during the term of this Memorandum of Understanding neither it nor its officers or agents shall call or condone any strike, walkout, work stoppage, work slowdown, job action, sickout, blue flu, or withholding of services or sanction or honor any such action by any other group of employees in the City or any union or association of employees by withholding or refusing to perform services.
2. Individual employees represented by the Association are hereby put on notice that employees engaging in any of the conduct prohibited in Section V, A, 1 above, which violates any applicable City rules or regulations may be subjected to disciplinary action.

B. Association Responsibility.

In the event that the Association, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in V, A, 1 above, the Association

shall immediately instruct, in writing, any persons engaging in such conduct that their actions are in violation of this Memorandum of Understanding, and that they must immediately cease such conduct and return to work.

SECTION VI. GRIEVANCE PROCEDURES

A. General.

This grievance procedure shall be the sole and exclusive procedure within the framework of the municipal government for resolving grievance disputes.

B. Purpose of Grievance Procedure.

1. To afford employees individually or through recognized employee organizations the systematic means of obtaining further consideration of problems after every reasonable effort has failed to solve them through discussion.
2. To provide that grievances shall be settled as near as possible to the point of origin.
3. To provide that the grievance procedure shall be as informal as is practical.

C. Matters Subject to Grievance Procedure.

For the purposes of this section, a grievance shall be considered as any matter (for which appeal is not otherwise provided for or prohibited) concerning any dispute concerning the interpretation or application of the terms of this Memorandum of Understanding or written City or departmental policies, rules or regulations, the results of which affects the employee's work schedule and/or hours, general fringe benefits, compensation level, holidays, retirement, classification, or safety.

D. Probationary Employees.

Probationary employees may file a grievance(s) under those grounds defined in Section C.

E. Grievance Procedure.

1. Informal Grievance Procedure: An employee shall within ten days of the occurrence being grieved attempt to resolve a grievance through discussion with his immediate supervisor on an informal basis. If after such discussion, the employee does not believe the problem has been satisfactorily resolved, he shall discuss it with his supervisor's immediate superior, if any. Every effort shall be made to find an acceptable solution by informal means at the lowest possible level of supervision. At no time may the informal process go beyond the second level of supervision. If the employee is not in agreement with the decision reached by the informal process he may then file a formal grievance in writing within ten working days after receiving the informal decision of his immediate or second level supervisor.
2. Formal Grievance Procedure

- a. First Level of Review: The employee shall present the formal grievance in writing to his/her supervisor who shall render a decision and comments in writing and return them to the employee within ten (10) working days after receiving the written grievance. If the employee does not agree with his supervisor's decision or if no answer has been received within the ten (10) working days, the employee may present the grievance in writing to his supervisor's immediate superior.
- b. Second Level of Review if Appropriate: The second level supervisor receiving the formal grievance shall review it, render a decision and comments in writing and return them to the employee within ten (10) working days after receiving the written grievance. If the employee does not agree with the decision or if no answer has been received within ten (10) working days, he may present the formal grievance in writing to the department head.
- c. Department Review: The department head receiving a formal grievance shall discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The department head shall render his decision and comments in writing and return them to the employee within ten (10) working days after receiving the formal written grievance. If the employee does not agree with the decision reached or if no answer has been received within ten (10) working days, he may appeal the formal grievance in writing to the City Manager.
- d. City Manager Review: The City Manager or designated representative shall discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The City Manager or designated representative may select the methods considered appropriate for the study of the issues and he shall render a written decision to the parties within twenty (20) working days after receipt of the grievance appeal. The decision of the City Manager shall be final and binding within the framework of the municipal government.

F. Conduct of Grievance Procedure.

1. The time limits specified above may be extended by mutual agreement of the employee and the reviewer.
2. The employee may request the assistance of another person of his own choosing in preparing and presenting his appeal at any level of the review.
3. The employee and his representative may be privileged to use a reasonable amount of work time as determined by the appropriate department head in conferring about and presenting the appeal, such that it shall not conflict with or in any way inhibit the efficient operation of the department involved.
4. Except by mutual agreement, failure by the employer at any level to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level.

5. Except by mutual agreement, failure by the grievant, at any level, to file or appeal a grievance to the next level within ten (10) working days after receipt of a decision (or, if no decision is rendered within twenty-five (25) calendar days from the date of initial submission) shall be considered a waiver of rights to continuance of the grievance and shall bar any further consideration.
6. IN THE PRESENTATION OF GRIEVANCES AT ANY SUPERVISORY OR APPEAL LEVEL EMPLOYEES ARE ASSURED OF FREEDOM FROM RESTRAINT, INTERFERENCE, DISCRIMINATION OR REPRISAL.

G. Information to be Provided.

The employee shall file his/her formal grievance on forms to be provided by the Human Resources Department. The written information to be provided by the grievant shall include a clear, concise statement of the nature of the grievance; the circumstances involved; the decisions rendered at each preceding step of the process; the reasons why the employee does not agree with the decisions rendered at each level of review; and the specific remedy sought.

H. Consolidation of Grievances.

In order to strengthen the efficiency and effectiveness of the formal grievance process and to promote the principles of Section VI, B, 2, the City respondent may consolidate or group grievances for the purpose of processing through the formal grievance procedures provided the grievances are reasonably similar with respect to general nature, alleged violations and alternative remedies. Respondent, prior to determining the appropriateness of consolidating grievances, shall give due consideration to the confidentiality of the parties involved in the interest of reasonably protecting information of a personal nature.

SECTION VII. DISCIPLINARY ACTIONS

A. Definition.

Actions taken by the appointing authority causing demotion, discharge, reduction in pay or suspension without pay of a permanent employee or which otherwise reduces the employee's compensation or benefits for cause shall be considered as disciplinary action and subject to the provisions contained in this article.

The provisions of this article shall not apply to reductions in pay or benefits which are a part of a general plan to reduce salaries, wages or benefits or to a general plan to eliminate positions or reduce services as determined by the City Council.

B. Notice.

In any actions to discipline an employee as defined in this article, the following shall be provided the employee prior to the disciplinary action being enacted.

1. The employee shall receive preliminary written notice of the proposed disciplinary action, the effective date of the proposed disciplinary action and the reasons therefore. The reasons must state the specific grounds and the particular facts upon which the action is taken. Past disciplinary actions which may have a bearing on the disciplinary action or which support the severity of the penalty shall also be included.

2. The employee shall be provided with any known written materials, reports and written documents upon which the proposed disciplinary action is based.

C. Response to Charges.

1. Prior to disciplinary action being enacted the employee shall have the opportunity if he/she so desires to respond in writing to the person in the department of the City who can initially impose the proposed disciplinary action, subject to the right of the employee to appeal said disciplinary action pursuant to Section G provided herein. The employee shall also be given the opportunity to present his or her response to charges orally in addition to the written response.
2. A reasonable time limit shall be established in which the employee shall be afforded an opportunity to respond to the charges upon which the proposed discipline is based. The employee shall be afforded seventy-two (72) hours to respond to the proposed discipline of three (3) days suspension or less, or proposed discipline involving monetary value to the employee equal to three days pay or less.

The employee shall be afforded up to ninety-six (96) hours to respond to proposed disciplinary action in excess of three (3) days suspension or having a monetary impact on the employee greater than three (3) days pay.

3. Upon the mutual agreement of the employee and the department head the time provided herein for response to charges may be extended.

D. Final Notice.

If after following the procedures outlined herein a decision is made to discipline the employee, within a reasonable time after completion of the procedures a written notice shall be served upon the employee setting forth the reasons for the discipline to be enacted, and the effective date of said action.

E. Representation.

During any stage of the process described herein, the employee may choose to be represented by any individual of his/her choice. The department head or supervisor involved shall be notified of the name of the individual representing the employee.

F. Right to Appeal.

In the final notice of the proposed disciplinary action, the employee shall be informed, if applicable, of his/her right to appeal the disciplinary action and to a hearing.

G. Appeal Procedures.

1. Purpose: To provide an opportunity to permanent employees to appeal directly to the City Manager or his authorized representative relative to matters subject to appeal. Any permanent employee who is reduced in pay, demoted, suspended or discharged as a result of disciplinary action for cause or whose benefits are reduced as a result of disciplinary action being effected against

him for cause shall have the right to appeal such action directly to the City Manager or his authorized representative.

2. Request for Review: Appeal of disciplinary action shall be presented in writing to the City Manager or his authorized representative within ten (10) calendar days after final notice to the employee of the disciplinary action to be imposed. Failure of the employee to file an appeal within ten (10) calendar days shall constitute a waiver and shall bar the employee from further processing of the appeal.

The written appeal shall state the material facts and charges upon which disciplinary action was taken, shall state the employee's written response to the charges and shall state the remedial action desired. The requirement for a written response to charges shall not limit the employee from modifying or changing his response or presenting further information at the appeal hearing.

3. City Manager Review: The City Manager or designated representative shall review appeals. The following guidelines shall be used:
 - a. In the case of an appeal of a disciplinary action of three (3) days suspension or less, the review shall be limited to the record presented at the departmental hearing.
 - b. In the case of an appeal of a disciplinary action equivalent to four (4) or five (5) days suspension, the City Manager or designated representative shall conduct the review by discussing the disciplinary action with the employee, his representative, if any, and with any other persons the City Manager deems appropriate.
 - c. In the case of an appeal involving more than five (5) days suspension, the City Manager or his designee shall provide a full evidentiary hearing, if requested by the employee.

These provisions shall not limit any constitutional right of the employee to a full evidentiary hearing.

The City Manager shall render a written decision to the parties within twenty (20) working days after the receipt of the appeal. The decision of the City Manager shall be final and binding within the framework of city government.

4. Conduct of Appeal Procedures: The provisions of Section VI, F shall apply to the conduct of appeal procedures.

SECTION VIII. HOURS OF WORK

The regular hours of work for those classifications covered under this agreement shall be as follows:

- A. A normal work week shall consist of forty (40) hours.

- B.** A normal work day may consist of eight (8) hours per day on the basis of a five-day work week, nine (9) hours per day and one eight (8) hour day every two weeks on the basis of a 9/80 work week, ten (10) hours per day on the basis of a four-day work week, or twelve (12) hours per day and one eight (8) hour day every two weeks on the basis of a 3/12 work schedule as shall be determined from time to time by the Department Head, with the exception that a material change in hours for any major classification of employees shall require the City to first meet and confer in good faith on such proposed change.
- C.** Sworn Patrol Officers and Sergeants work a 3/12 work schedule. These employees are, therefore, placed on a twenty-eight (28) day work period in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA). As such, overtime at time and one-half will be paid for hours worked (including vacation, holiday, compensating time off and sick leave) over one hundred sixty (160) per twenty-eight (28) days. Such schedule shall apply to any additional sworn employees placed on this work schedule by the Chief of Police.

If an employee has not worked one hundred sixty (160) hours by the end of the twenty-eight (28) days, an appropriate number of hours will be deducted from his/her vacation or compensatory time off bank. The determination of what bank shall be used for such deduction shall be at the discretion of the Chief of Police or his designee. Overtime will be paid in accordance with the various provisions of this Memorandum of Understanding.

The Chief of Police shall retain the right to unilaterally restructure the work schedule should it be deemed necessary to do so without utilizing the meet and confer process.

SECTION IX. SALARIES AND COMPENSATION

A. Sworn Employees.

The Salary Range for those sworn employee positions covered by this agreement is set forth in Exhibit A and incorporated herein. Furthermore, the Citywide Classification / Compensation Program, which includes the classifications designated as MPOA represented positions, is set forth in Exhibit B and incorporated herein.

The City and the Association also agree that those sworn Association members who meet the following service requirements shall be eligible for assignment in the Senior Police Officer designation.

▪ **Senior Police Officer Designation**

Those officers who meet the following requirements shall be eligible for designation as a Senior Police Officer and shall receive a pay adjustment of 5% above the Police Officer position:

- An officer who has a minimum of seven years of service time as a sworn law enforcement officer, and who has completed a specialized assignment with the Monrovia Police Department as an Agent, Detective, Community Policing Bureau, Special Enforcement Team, LA IMPACT, School Resources Officer, or Traffic Officer.

- An officer who has a minimum of fifteen years of service time as a sworn law enforcement officer.
- The Senior Police Officer designation shall be a stand-alone designation, and those who are designated in the position shall not be eligible for any simultaneous additional specialized assignment pay.

B. Non-Sworn Employees.

The Salary Range for those non-sworn employee positions covered by this agreement is set forth in Exhibit A and incorporated herein. Furthermore, the Citywide Classification / Compensation Program, which includes the classifications designated as MPOA represented positions, is set forth in Exhibit B and incorporated herein.

The City and the Association also agree that assignment pay shall be provided for those Association members who serve in the following job classifications:

▪ **Office Administrator – Police**

Those Association members serving in the “Office Administrator” job classification, and who are designated to serve as the “Office Administrator – Police” position by the Chief of Police, with the concurrence of the City Manager, shall receive an increase of 5% above their base wage rate.

C. Survey Cities.

The City and the Association agree that for classification, compensation, and other related survey purposes, the following seven cities shall serve as the representative survey cities for Monrovia:

1. Arcadia
2. Azusa
3. Burbank
4. Glendale
5. Monterey Park
6. Pasadena
7. Beverly Hills

D. Salary Survey / Salary Range Adjustments.

Effective July 1, 2022, the new Citywide Classification / Compensation Program will be implemented. The City will adjust employees’ salaries by moving them to the new range and placing them on the step that is closest to their current pay, without losing any compensation.

The City will institute a biennial salary survey of salary and medical benefit costs, and will make corresponding salary range adjustments to maintain competitive market based compensation levels, pursuant to the following provisions:

- The City will coordinate the salary survey according to a timeline which will allow for the implementation of salary range adjustments on January 1, 2024 and January 1, 2026.

- In order to facilitate the timelines associated with the biennial salary range adjustments, the salary survey process will be initiated no later than July 1, 2023, and July 1, 2025.
 - The City will guarantee a minimum of a five percent adjustment to the Citywide Classification / Compensation Program on January 1, 2024 and January 1, 2026.
 - The City will adjust employees' salaries by moving them to the new range and placing them on the step that is closest to their current pay, without losing any compensation.
- Prior to initiating the salary survey, the City will establish a working committee that will include the City Manager and / or his / her designee, along with two (2) representatives from the Association. The Association will be responsible for identifying the two (2) representatives to serve on the working committee. Furthermore, the committee will include representatives from the Monrovia Police Officers' Association and the Monrovia Firefighters' Association. The City and the Association agree that representatives to the working committee will work collaboratively and in good-faith.
 - Upon convening the working committee, representatives will convene an initial kick-off meeting, where the parties will determine the job classifications to be surveyed and the method of the salary survey. If agreement cannot be reached on the classifications to be surveyed or the method of the salary survey process, a final determination on those matters will be achieved by engaging the City's grievance procedures as defined in Section VI of this Agreement.
 - After the initial kick-off meeting, the City will work to collect the salary data pursuant to the guidelines established by the working committee. Upon collecting the data, additional meetings of the working committee will be called to review the salary survey data and to assess how that data will be implemented to establish new top-step salary ranges for all job classifications.
 - The implementation of the salary survey data will take into the following prioritized factors: 1.) Account for horizontal and vertical internal organizational salary relationships. 2.) Account for the median salary for each surveyed position. 3.) Implement a new compensation structure that maintains salaries at no less than the median salary survey average in a manner that takes into account horizontal and vertical internal organizational salary relationships.
 - Once the working committee reaches agreement on a new compensation system, the City Manager shall be authorized to implement the new salary ranges for each corresponding position.

E. Application of Salary Ranges.

The salary ranges provided herein are intended to recognize individual differences among positions allocated to the same class, the purpose of which is to provide employee incentive and reward employees for meritorious service and continued

improvement within a particular position. All increases in salary within any range shall be made only on the basis of fully satisfactory performance and continued improvement. Increases in salary within any range shall be neither automatic nor a matter of right and shall be effected only upon the recommendation of the department head with approval of the City Manager after completion of a thorough employee performance evaluation.

The following general provisions shall govern the granting of step salary increases within the range:

1. The initial compensation to be paid for employment in any position shall normally be Step 1 of the salary range. Where it is found to be difficult to obtain qualified personnel for a position or if a person of unusual qualifications is to be employed in a position, the City Manager may authorize hiring at a higher initial step.
2. After the first twelve (12) months of employment, employees appointed at Step 1 shall be eligible to be considered for advancement to the second step of the applicable range.
3. After advancement to the second salary step, an employee shall be eligible to be considered for advancement to the next higher step of the salary range only after completion of twelve (12) months of service.
4. Employees initially appointed at higher than Step 1 shall be eligible to be considered for advancement to the next higher salary step only after completion of twelve (12) months of service.
5. Consideration of advancement of an eligible employee from one step of the salary range to the next shall be done by the department head. Advancement shall be effected only after the department head has completed a thorough evaluation of the employee's performance in the position and has determined that the employee has improved his/her performance within the position resulting in increased value to the City. Advancement shall be made only upon such recommendation by the department head and approval of the City Manager.
6. If in the opinion of the department head the employee has not performed in a manner so as to merit step advancement, a recommendation for retention to present salary step shall be made in writing to the City Manager. The reasons cited for retention shall also be made in writing to the employee involved. The employee shall be entitled to place a written response in his/her personnel file.
7. If the department head determines, subsequent to completion of a thorough employee evaluation, that an employee has not performed in a manner so as to merit retention or advancement, he may recommend disciplinary action including reduction of an employee's salary step. A recommendation for reduction of an employee's salary step shall be made in writing to the City Manager. The reasons cited for reduction shall also be made in writing to the employee involved pursuant to this agreement and such action shall be subject to appeal under Section VII, G, provided herein.

8. The City Manager may further improve the step advancement of any employee upon the recommendation of a department head provided:
 - a. The department head in his written request for further step advancement certifies that the employee has performed his/her work in an outstanding and exceptionally meritorious manner.
 - b. The employee has successfully completed the probationary period in his current classification.
 - c. The employee is recommended for advancement by not more than two (2) salary steps.
 - d. In the case of a double step, the employee has had no previous double step advancement during his employment in the particular classification.
 - e. In the case of an acceleration, the employee has had no previous step advancement acceleration during his employment in the particular classification.
 - f. At least six (6) months have elapsed since the employee has received a step advancement for outstanding and exceptionally meritorious performance.

F. Overtime.

1. Definition: Overtime is defined as time assigned and worked beyond the regularly scheduled forty (40) hours in a normal work week.
2. Determining Hours Worked
 - a. Sworn Employees – All paid leave with the exception of administrative leave, workers' compensation leave, jury duty, and military leave, will be counted as time worked when determining overtime pay.
 - b. Non-sworn, non-exempt employees – All paid leave with the exception of sick leave and administrative leave will be counted as time worked when determining overtime pay.
3. Compensation and calculation of overtime
 - a. Sworn Employees- All sworn employees required to work in excess of 40 hours in a standard work week shall receive overtime compensation at the rate of time and one-half. Overtime under this section shall be calculated on the employee's base rate, including educational incentive and special assignment pay.
 - b. Non-sworn, Non-exempt Employees- All non-sworn, non-exempt employees required to work in excess of 40 hours in a standard work

week shall receive overtime compensation in the form of pay or compensating time off at the rate of time and one-half.

- c. If compensatory time off is accumulated instead of pay, it shall be accumulated on a time and one-half basis.

G. Court Time.

1. This section shall apply to all employees who are eligible for overtime pursuant to Section IX.F, of this agreement and who are subpoenaed to appear during off-duty hours in court on criminal or civil cases involving the City.
 - a. Time in court will start from the time indicated on the subpoena.
 - b. Court time will be computed to the nearest one-half hour.
2. Court time shall be compensated for at time and one-half, with three-hour guarantee, and thereafter on an hour for hour basis.
3. Any employee who is ordered to appear in court in the morning and then ordered to return the same afternoon will be paid through the court lunch recess until released for the day.
4. Officers subpoenaed to Civil Court and who appear during off-duty hours shall be compensated as overtime pursuant to Government Code Sections 68097.1 through 68097.7.
5. Officers subpoenaed to Criminal Court on a stand by basis during off-duty hours and who are not ordered to appear shall be compensated two (2) hours compensatory time off. Effective July 1, 2014, should the Officer be ordered to remain on call for the afternoon, two (2) additional hours of compensatory time off shall be compensated. The maximum compensatory time allowed under this provision per day shall be four (4) hours.

H. Compensatory Time Off.

1. At the discretion of the Chief of Police credit for compensatory time off may be given in lieu of overtime compensation. The time when compensating time off may be taken shall be at the discretion of the department head, giving due consideration to the needs of the department and the wishes of the employee.
2. Accumulation of credit for compensatory time off shall be limited to a maximum accumulation of 120 hours.
3. Credit for compensatory time off in lieu of overtime pay shall be granted on the basis of one and one-half hours of compensatory time off for each hour of overtime worked for overtime compensated at the "time and one-half" rate as provided in these rules.
4. Only employees eligible for overtime compensation shall be eligible for compensating time off in lieu of overtime compensation.

5. In the event the employee is given credit for compensatory time off in lieu of overtime pay and the employee takes such leave, the time taken shall be compensated on the same basis as vacation leave pay.

I. Applicable Salary Rates Following Promotions, Demotions, or Transfers.

1. In case of the promotion of any employee in the City service to a position in a class with a higher salary range, such employee shall be entitled to receive the rate of compensation to the entrance step of the class to which he has been promoted. In cases where the salary range overlaps, promotion shall be effected at the next step in the range of the new class, which results in a minimum of a five percent (5%) salary increase, or the top step of the new salary range, whichever is lower. The Department Head shall maintain the right to place the employee at a higher salary step within the new class if deemed appropriate.
2. In the case of demotion of any employee in the City's service to a class with a lower salary range the employee shall be placed in the highest step in the lower salary range which does not represent a salary increase, unless the demotion is for cause in which case a salary decrease may be instituted subject to the provisions of Section VII of this agreement.
3. In the case of the transfer of any employee from one position to another in the same class or to another class to which the same salary range is applicable, the employee shall remain at the same salary step and retain his original anniversary date.

J. Premium Pay – Educational Incentive.

1. The following sets forth monthly pay for those sworn employees who qualify for one of the following POST Certificates issued by the Police Officers' Standards and Training Commission:

Effective July 1, 2022:

<u>POST CERTIFICATE</u>	<u>MONTHLY PAY</u>
Intermediate	\$500.00
Advanced	\$900.00
Supervisory	\$1,000.00

Effective July 1, 2024:

<u>POST CERTIFICATE</u>	<u>MONTHLY PAY</u>
Intermediate	\$650.00
Advanced	\$1,050.00

Supervisory	\$1,150.00
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- The following sets forth monthly pay for those non-sworn employees who qualify for one of the following POST Certificates issued by the Police Officers' Standards and Training Commission:

Effective July 1, 2022:

<u>POST CERTIFICATE</u>	<u>MONTHLY PAY</u>
Intermediate	\$150.00
Advanced	\$250.00
Supervisory	\$350.00

- The benefits provided in Section 1 above shall not be cumulative. Each eligible employee shall only receive premium pay for the highest level POST certificate attained.
- As soon as an employee provides evidence that he/she meets the POST requirements for an Intermediate, Advanced, or Supervisory POST Certificate, the Chief of Police shall immediately process the paperwork necessary to provide payment for such certificate.
- Educational incentive premium pay shall not be taken into consideration in calculating payment for accumulative leave time upon termination or the value of any other supplemental benefits.
- Attainment of an Advanced Certificate shall be a job requirement for the classification of Lieutenant.
- Attainment of an Intermediate Certificate shall be a job requirement for the classification of Sergeant.

K. Detective Compensation.

The duties performed as an investigator shall be on an assignment basis only as prescribed by the Chief of Police. The number of assigned employees shall be determined by the City Council. Those employees so assigned shall receive salary compensation in an amount equal to five percent (5%) in excess of their step designation salary. Such salary differential shall not be afforded those employees at the rank of Sergeant or Lieutenant who may perform investigator duties. Removal from such assignment shall not be a cause for grievance.

L. Police Officer Agent Compensation.

The Chief of Police, with the approval of the City Manager, shall have the authority to assign Police Officers to the capacity of Police Officer Agent. The duties and responsibilities of individuals so assigned shall be as prescribed by the Chief of Police and Human Resources Department and as set forth in Department Policy.

The duties and responsibilities performed as a Police Officer Agent shall be on an assignment basis only as directed by the Chief of Police and approved by the City Manager. The number of positions which may be assigned Agent responsibilities shall be determined by the City Council.

Those employees assigned Agent responsibilities shall receive additional salary compensation in an amount equal to five percent (5%) of their step designation salary. Such differential shall be afforded only to individuals at the rank of Police Officer who are so assigned. Removal of assigned Agent responsibilities shall be at the discretion of the Chief of Police. Such removal may be made without cause and shall not be subject to grievance or appeal.

M. Special Enforcement Team Compensation.

The duties performed as a member of the Special Enforcement Team (SET) shall be on an assignment basis only as prescribed by the Chief of Police. Those employees so assigned shall receive salary compensation in an amount equal to 5% in excess of their step designation salary. Removal from such assignment shall not be a cause for grievance.

N. Community Activist Policing Bureau Compensation.

The duties performed as a member of the Community Activist Policing Bureau (CAP) shall be on an assignment basis only as prescribed by the Chief of Police. Those employees so assigned shall receive salary compensation in an amount equal to 5% in excess of their step designation salary. Removal from such assignment shall not be a cause for grievance.

O. Motor Officer Compensation.

The duties performed as a Motor Officer shall be on an assignment basis only as prescribed by the Chief of Police. The number of assigned employees shall be determined by the City Council. The Motor Officers are entitled to compensation for the off-duty hours spent cleaning and maintain their motorcycle pursuant to the Fair Labor Standards Act (FLSA). The parties believe that this Agreement complies with FLSA.

Employees assigned as Motor Officers shall receive salary compensation in an amount equal to 5% above their base wage rate. The parties agree that the compensation is intended to compensate the Motor Officer for off-duty Motor Officer activities. It is the intent of the parties that the regular rate of pay for off-duty motor duties will exceed both the State and Federal minimum wage.

Removal from such assignment shall not be a cause for grievance.

P. Minimum Call-Back Time.

Sworn employees who are ordered to hold over or return to duty on other than their regular scheduled shift (excluding incidental holdover or court time) shall be compensated for the actual time worked, or a minimum of three (3) hours, whichever is greater.

Non-sworn employees who are ordered to return to duty on other than their regular scheduled shift shall be compensated for the actual time worked, or a minimum of three (3) hours, whichever is greater. Actual hours worked or the minimum shall be

counted as time worked for the purposes of computing overtime, excluding time off charged to sick leave.

Furthermore, all non-sworn full time Association Members who are ordered to return to duty on other than their regular scheduled shift shall be compensated at one and one-half (1.5) times their normal base wage rate for all of the hours worked under the order, regardless of whether or not the Association member utilized sick, Holiday, or other time off during the week.

Q. Shift Differential.

Employees that are assigned as part of their regular normal schedule to work the night watch shift (graveyard shift) shall receive a shift differential pay adjustment equal to 2% above their base wage rate for the duration of their assignment on the night watch shift. The shift differential adjustment shall not apply to any employee who is not assigned as part of their regular normal schedule to work the night watch shift (graveyard shift).

R. Management Leave.

Positions designated as exempt per FLSA guidelines shall be credited on July 1 of each fiscal year with forty (40) hours of Management Leave. Credited leave hours may be used at any time during the year with the approval of the Department Director/Manager and giving due consideration to the needs of the Department.

In the last payroll of each fiscal year employees covered hereunder shall be paid for all Administrative Leave hours credited but unused during the preceding year.

Exempt employees hired during or separating before the end of the fiscal year shall be credited Administrative Leave hours on a pro-rata basis based on the number of months of the fiscal year for which the individual is employed.

S. Stand-By Pay.

Sworn personnel assigned as Detectives and Non-Sworn Police Services Representative shall receive stand-by pay when assigned to be on-call. On-call shall mean the employee must inform the City of his/her location at all times during the period of stand-by or carry a cell phone by which the City can locate the employee immediately. Stand-by shall not apply to situations where an emergency call-out list exists, but only to those times when a specific individual employee is assigned to be on-call.

The employee is responsible for being able to be contacted during the stand-by period. If the employee is unable to be contacted or fails to respond to a call, the employee may be required to forfeit any stand-by pay for that day and may be subject to further disciplinary action.

Non-sworn police employees shall receive \$75 for any 24-hour period or portion thereof commencing 12:00 midnight and during which he/she will not be working a shift, and \$15.00 for any such period or portion thereof during which he/she works a shift.

A sworn employee assigned as a Detective shall receive \$200 for any weekend period he/she is placed on stand-by.

Sworn employees shall receive \$100 per day for each day on standby on a holiday.

T. Additional Compensation for Work Assigned Out of Classification.

Non-sworn employees assigned to work out of classification for a period in excess of thirty (30) consecutive calendar days shall be appointed on an acting basis to the classification being worked at that step representing at least a five percent (5%) salary increase but not to exceed the top step of the salary range of the assigned classification.

Employees assigned to work out of classification for a period in excess of ten (10) working days shall be appointed on an acting basis to the classification being worked at that step representing at least a five percent (5%) salary increase but not to exceed the top step of the salary range of the assigned classification.

U. Mileage Allowance.

Non-sworn employees required to return to the civic center to participate in an evening meeting of a City Council, committee, or commission will be reimbursed for actual mileage between his/her principle residence and the civic center not to exceed twenty (20) miles per round trip per meeting. This provision shall not be construed so as to provide overtime for portal-to-portal travel.

V. Bilingual Pay.

Employees who, as part of their job, provide translation services using those languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of Monrovia, in addition to any language used for daily business, will receive one hundred and twenty-five dollars (\$125) per month bilingual pay as outlined in Administrative Policy #3.15.

W. Educational Incentive Pay.

Association members shall be eligible to receive educational incentive pay in the following amounts:

- AA / AS Degree – \$275 / year
- BA / BS Degree – \$425 / year
- MA / JD / CPA Degree – \$575 / year
- PhD Degree – \$725 / year

The educational incentive pay benefit provided herein shall be paid annually during Pay Period #24. Furthermore, eligible employees shall only receive educational incentive pay in the amount equivalent to the single highest educational level attained.

In order to participate in the educational incentive pay benefit, employees must provide the Human Resources Division with proof of educational attainment level before October 31 in order to receive the incentive payment during Pay Period #24 of that same year. Once the educational attainment level has been established, the payment shall be made to the employee annually thereafter during Pay Period #24.

If an employee should obtain either a new degree or a higher degree after October 31, the employee must provide the Human Resources Division with proof of the educational degree obtained before the ensuing October 31 in order to receive the educational incentive pay benefit during Pay Period #24 in the following fiscal year.

X. Foothill Special Enforcement Team (FSET) Incentive Pay.

The duties performed as a member of the Foothill Special Enforcement Team (FSET) shall be on an assignment basis only as prescribed by the Chief of Police. Employees assigned as FSET members prior to July 1, 2022 shall receive salary compensation in an amount equal to \$125 / month. After July 1, 2022, only employees assigned as Operators shall receive salary compensation in an amount equal to \$125 / month. Removal from such assignment shall not be a cause for grievance.

Y. Other Assignments.

1. City of Monrovia sworn Police personnel will be provided the opportunity to work movie details as determined to be needed by the City within the City of Monrovia. As requests for such are received from film production companies, the Chief of Police will make every reasonable effort to contact individual employees to work these assignments on off-duty time.
2. The Chief of Police will notify the City of Arcadia Police Department that the City of Monrovia will have the right to have first opportunity to provide City of Monrovia sworn personnel for traffic duty for the traffic signals located at Fifth Avenue and Huntington Drive and at the driveway to the Holiday Inn on all race days. In the event that adequate coverage cannot be provided at these intersections by City of Monrovia sworn personnel, the City of Arcadia Police Department can then be contacted to provide traffic duty at these intersections.
3. Training Officers / Dispatchers
Those employees assigned with training shall receive additional salary compensation in an amount equal to five percent (5%) of their step designation salary. Such differential shall be afforded only to individuals at the rank of Training Officer/Dispatcher who are so assigned. Removal of assigned training responsibilities shall be at the discretion of the Chief of Police. Such removal may be made without cause and shall not be subject to grievance or appeal.
4. Trainer Pay (Non-Sworn)
Non-sworn personnel assigned by the Police Chief or his designee to perform the extra duty and responsibility of training new employees shall receive an additional five percent (5%) per pay period in addition to base salary during the period of the assignment. Removing of assigned training responsibilities shall be at the discretion of the Chief of Police. Such removal may be made without cause and shall not be subject to grievance or appeal.

Z. Performance Bonus.

Association members who reach the top-step of their salary range or are y-rated will be eligible annually to receive a performance bonus of up to 3% for outstanding performance. Outstanding performance will be identified through the annual

performance evaluation process, and those Association Members who achieve an outstanding performance rating of between three to five stars will be eligible for a 1% to 3% outstanding performance bonus. The performance bonus will be calculated by multiplying the bonus percentage amount by the employee's base wage rate. The performance bonus will be distributed as a one-time bonus payment subject to all applicable state and federal tax rates and will not increase the employee's base wage rate.

- Performance Bonus Rating Scale:
 - 3.00 – 3.49 = 1% bonus
 - 3.50 – 4.00 = 2% bonus
 - 4.01 – 5.00 = 3% bonus

Should an employee who is eligible to participate in the Performance Bonus program be assigned work outside their classification, at the time of their annual performance evaluation, the amount of bonus due shall be calculated as follows: If the employee has served in the acting capacity for six months or more, the salary for the acting assignment shall be used when calculating the amount of bonus due. If the employee has served in the acting capacity for less than six months, the salary of their actual classification shall be used when calculating the amount of bonus due.

SECTION X. UNIFORMS & EQUIPMENT

A. Initial Uniform Issue.

1. Articles of uniform to be issued to newly appointed officers, the cost of which shall be paid by the City shall include the following:
 - a. Cap (1)
 - b. Shirts, long sleeve wool (2)
 - c. Shirts, short sleeve polyester (3)
 - d. Trousers, dress wool (2)
 - e. Trousers, work polyester (3)
 - f. Jacket, field (1)
 - g. Patches, shoulder (12)
 - h. Neckties (2)
 - i. Rain suit (1)
 - j. Rain cap cover (1)
2. The City shall issue newly appointed non-sworn employees two (2) appropriate uniforms which shall be worn and maintained in a manner prescribed by the City.

Articles of uniform provided by the City shall remain the property of the City. Specifications for uniforms shall be determined by the City.

B. Uniform Replacement.

The City of Monrovia Police Department shall provide two (2) complete uniforms and one (1) pair of duty shoes or boots, per member, per year. Members shall receive "like kind" items, or reimbursement for authorized purchases of "like kind" items.

Items that are authorized to be replaced are any Class A, Class B, Class C, flight suit, Canine Officer, Motorcycle Officer, and task force uniform items, Monrovia Police Department polo shirts, duty jackets/sweaters and duty footwear, (shoes or boots), including items listed as optional in Monrovia Police Department Policy-Uniform Regulations.

The City of Monrovia Police Department shall cover the cost of tailoring the annual issue of uniforms. Included tailoring is as follows:

Pants: Hem and tapering of the legs.

Short Sleeve Shirt: Tapering of the waist and tapering of the sleeve.

Long Sleeve Shirt: Tapering of the waist, tapering of the sleeve and shortening the sleeve.

“Like kind” shall be defined as the same material, quality and whenever possible, the same brand and model as the item being replaced.

C. Replacement / Repair of Property / Prosthesis Damaged / Destroyed in the Line of Duty.

The City shall reimburse employees covered under this agreement for the value of repairing or replacing property necessarily worn or carried by the employee when such is damaged in the line of duty without fault of the employee.

1. Claims for payment shall be filed with the City on forms to be provided by the City.
2. Excluding approved personal firearms, claims for payment of damages to personal property shall not exceed \$100 with the exception that claims for repair or replacement of a personal bullet-proof vest shall not exceed the cost of vest replacement, and shall not exceed \$150 for personal prosthesis.
3. Claims for replacement or repair of an approved personal firearm carried in lieu of the service-issued revolver shall be replaced or repaired when such is damaged or destroyed in the line of duty without fault or negligence of the employee.

SECTION XI. LEAVE PROVISIONS

A. Vacations.

1. Accrual – All Association members, both sworn and non-sworn, shall be entitled to annual vacation leave with pay as follows:

Vacation Accrual

<u>Year of Service</u>	<u>Vacation Accrual</u>
First year	100 hours per year
2 through 6	120 hours per year
7 through 14	140 hours per year
15 through 20	180 hours per year

21 and above

200 hours per year

2. Accumulation – Vacation leave may be accumulated according to the following schedule.

Maximum Vacation Accumulation

<u>Year of Service</u>	<u>Maximum Vacation Accumulation</u>
First year	200 hours
2 through 6	240 hours
7 through 14	280 hours
15 through 20	360 hours
21 and above	400 hours

No accumulation may be made beyond the limits provided herein except that the Chief of Police has the discretion to grant up to a three-month (3) extension of such accumulation provided the employee puts such request in writing to the Chief of Police prior to reaching the maximum accrual, documenting the reason for the extension.

3. The times during a calendar year in which an employee may take annual vacation shall be determined by the Department Head with due regard to the employee's wishes and seniority, but with particular regard for the need of the department.
4. Employees whose employment is terminated after at least one year of service shall be paid in a lump sum for all accumulated vacation leave earned prior to the effective date of termination.
5. Employees reaching the maximum vacation accrual may receive pay for excess vacation hours accrued to a maximum of forty (40) hours each calendar year. Employees are encouraged to utilize their vacation to avoid reaching the maximum.
6. Regular employees may opt to buyout or rollover into deferred compensation up to 50% of their annual vacation accrual, once in a calendar year. The employee must submit their request to the Human Resources Division in writing. The employee must retain a minimum of 40 hours of vacation leave in their vacation accrual bank after the buyout or rollover is processed. The cash out will be paid during the next available pay period after the request is received as determined by the Human Resources Division.

B. Holidays.

1. With the exception provided herein, holidays for employees covered under this agreement shall be as follows:
 - a. New Year's Day (January 1st)
 - b. Martin Luther King's Birthday (3rd Monday in January)
 - c. Washington's Birthday (3rd Monday in February)
 - d. Memorial Day (last Monday in May)

- e. Fourth of July
- f. Labor Day (1st Monday in September)
- g. Veteran's Day (November 11th)
- h. Thanksgiving Day
- i. The Friday after Thanksgiving Day
- j. December 24 (for non-sworn employees only)
- k. December 25th
- l. December 31 (for non-sworn employees only)

Unless otherwise determined by the City, the actual dates for each of the foregoing holidays shall be the dates adopted by the State of California for its employees.

- 2. For the purposes of this section, a holiday shall be considered as ten (10) hours. Employees who work other than eight (8) or ten (10) hour shifts, e.g., 3/12 schedules, shall be credited with ten (10) hours for holidays worked and shall be charged for that time taken as a holiday, charging time taken in excess of ten (10) hours against compensating time off or vacation.
- 3. For employees working a 5/40 work week schedule whose work week schedule would include working on Friday and not working Saturday and Sunday, if any of the foregoing holidays falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively, shall be a holiday. Employees regularly scheduled to work on a holiday shall be eligible to receive compensating time off for the holiday if the holiday is worked.
- 4. If any of the preceding holidays fall on a Friday or Saturday and this is the employee's day off, the employee will receive ten (10) hours of holiday pay. If any of the preceding holidays fall on a Sunday and this is the employee's day off, the following Monday will be observed as a holiday.
- 5. Accumulation of holidays may not exceed eighty (80) hours. Any hours in excess of 80 shall be paid in full in the payroll period during which the holiday occurred.

C. Floating Holidays.

All Association Members will have a new Floating Holiday Leave Bank created, and on an annual basis, each employee will receive two (2) floating holidays in recognition of the employee's birthday and the employee's employment anniversary.

The two (2) floating holidays will be accrued effective the first payroll period following the last full payroll period of the previous fiscal year, and must be used by the last full pay period of each fiscal year. Any floating holiday leave time that is unused during the course of the fiscal year will be forfeited.

In terms of accruals, each employee's Floating Holiday Leave Bank shall be credited with the following hours based on each employee's established work schedule:

- 20 hours for employees that work 5/40 work week.
- 20 hours for employees that work a 9/80 work week.

- 20 hours for employees that work a 4/10 work week.
- 25 hours for employees that work a 3/36 work week.

Furthermore, for each newly hired employees, during their first year of employment with the City, each such new employee shall have their Floating Holiday Leave Bank credited with the following hours, based on each employee's established work schedule:

- Hire date between July 1 and December 31
 - 20 hours for employees that work 5/40 work week.
 - 20 hours for employees that work a 9/80 work week.
 - 20 hours for employees that work a 4/10 work week.
 - 25 hours for employees that work a 3/36 work week.
- Hire date between January 1 and June 30
 - 10 hours for employees that work 5/40 work week.
 - 10 hours for employees that work a 9/80 work week.
 - 10 hours for employees that work a 4/10 work week.
 - 12.5 hours for employees that work a or 3/36 work week.

D. Sick Leave.

Association members shall accrue sick leave at the rate of 8 hours per month of service. There shall be no accrual limit for sick leave.

Additionally, new employees shall be eligible to bring with them up to 250 hours of sick leave from their prior employer, so long as a new employee's prior employer did not compensate the employee for their sick leave bank.

The City and the Association agree that sick leave abuse is unacceptable, as sick leave time is provided as an insurance program for employees who may become sick or injured, or who must care for family members who become sick or injured. To that end, an employee may be required to file a physician's or dentist's statement with the Human Resources Division, stating the nature of the illness causing the absence before sick leave pay will be granted. At the discretion of the supervisor / manager, absences or sick leave usage for three (3) or more days may require a doctor's release.

When an employee will be absent from work due to sick leave, he / she shall advise his / her supervisor or Department Head of their need to take sick leave within thirty (30) minutes after the start of the workday unless extenuating circumstances exist. In addition, holidays occurring during sick leave shall not be counted as eight (8), nine

(9), or ten (10) hours of sick leave, depending on the employees normal work schedule.

Upon a bona fide retirement from the City through CalPERS, employees who opt to convert an equivalent number of unused sick leave hours to achieve at least one year's worth of service time credit for retirement purposes (based on program details as defined by CalPERS) will be eligible to cash out any remaining accrued sick leave time pursuant to the following program provisions:

- Employees must first convert the equivalent number of sick leave hours needed to achieve one year's worth of service credit through the CalPERS sick leave conversion program.
- Those employees who, pursuant to CalPERS rules and retirement program plan provisions, have restrictions which limit the employee to less than one year of additional service credit that can be earned through the sick leave conversion program, will be required to convert the maximum number of sick leave hours possible into service credit.
- After completing the requisite CalPERS sick leave conversion program requirements outlined above, employees will then be eligible to cash out any remaining sick leave time at the rate of \$0.30 for every \$1.00 worth of sick leave remaining, based on the employee's rate of pay at the time of retirement.

E. Bereavement Leave.

In the event of the death of a member of an employee's family (defined as a spouse, parent, stepparent, sibling, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, domestic partner, anyone living in the household, or anyone who can be certified as having raised the employee as a child), the employee will be entitled to forty (40) hours paid for bereavement leave, per each individual bereavement occurrence. The forty (40) hours of bereavement leave do not have to be taken consecutively.

Employees may also take time off for bereavement situations for non-immediate family members by utilizing accrued sick leave, compensatory time, or vacation leave for such circumstance with the approval of the employee's supervisor or manager.

To be entitled to receive paid time off for bereavement leave, an employee may be required to present written documentation to the City showing that the employee did attend an immediate family member's (as defined in this section) funeral.

F. Workers' Compensation.

1. Sworn employees covered under this agreement shall receive disability compensation as prescribed by the State Workers' Compensation laws.
2. Full-time non-sworn permanent employees disabled, temporarily or permanently by injury or illness arising out of and in the course of his/her duties, he/she shall become entitled, after completion of the applicable probationary period, to leave of absence with pay while so disabled, at the rate of 80% of base salary in lieu of temporary disability payments, if any, which would be payable under the State Worker's Compensation Laws, for

the period of such disability, but not exceeding 120 calendar days or until an earlier date that he/she is retired on permanent disability or terminated from employment.

Salary as used in this section shall mean the base salary of the classification's salary range and at that step to which the employee is assigned exclusive of premium or assignment pay, overtime, holiday pay, uniform allowance, or any other supplemental or fringe benefits.

3. Any permanent full-time non-sworn employee covered hereunder who is entitled to temporary disability indemnity under the labor code and whose disability exceeds the limitations provided in Section 2 above may elect to apply his/her accumulated sick leave, or vacation after accumulated sick leave is exhausted, against the difference between the employee's disability benefit and the employee's base salary. In this case, the employee shall be paid full salary beyond the 120 day limitation in Section 2 to the extent that accrued sick leave is accumulated and the City shall receive any disability payment with the difference being offset against the employee's accumulated sick leave.

Upon the exhaustion of accumulated sick and/or vacation leave, the employee shall be entitled only to any disability benefits available.

During the pendency of any disability retirement case the employee affected may draw sick leave with pay to the extent of any sick leave accumulation. If the employee's accumulated sick leave credit is exhausted before the disability issue is settled, the employee may be placed on a leave of absence without pay or terminated at the discretion of the City. In the event that the disability issue is decided to be service related, proper adjustment of accumulated leave shall be made.

G. Military Leave.

Military Leave shall be granted in accordance with the provisions of Section 395 et seq. of the California Military and Veteran's Code. All employees covered hereunder entitled to military leave shall give the Department Head adequate notice of requirement to report for duty and shall afford the City an opportunity within the limits of military regulations to determine when such leave shall be taken.

H. Jury Leave.

All full time employees required to serve on a jury shall be entitled to regular compensation for up to ten (10) days provided the employee deposits fees for jury service with the Finance Department. Any exceptions shall be considered on a case-by-case basis by the employee's Department Director and approved by the City Manager.

I. Unauthorized Leave.

Employees covered under this agreement shall be in attendance at their work in accordance with the provisions regarding hours of work, holidays and leaves. Unauthorized leave of absence for any portion of a work day shall subject the employee to disciplinary action. An employee who is absent from work without authorization for one scheduled work shift shall be notified by the City by registered

mail sent to his/her last known address that further absence shall be interpreted to be an implied resignation and shall result in a waiver of all rights, privileges and benefits afforded herein, provided however, that the employee shall have the right within four (4) days to file a written explanation to the Department Head which indicates the justification for the unauthorized absence. If it is determined that the employee's absence was justified and notification to the City was not possible, the employee may be reinstated to his/her position. Nothing herein shall be construed to limit the department's ability to discipline an employee who has been absent from duty without authorization.

J. Contact on Leave.

Employees on any paid leave, except vacation, holiday, or compensatory time off, must be reachable by telephone within three (3) hours during the hours of the 8:00 am – 5:00 pm, Monday through Friday, unless otherwise authorized by the Chief of Police.

SECTION XII. PROMOTIONAL PROCEDURES

- A.** Promotions to positions covered under this agreement shall be effected pursuant to existing rules, regulations and procedures.
- B.** Notices of promotional opportunities shall be posted on department work bulletin boards at least ten (10) calendar days prior to the deadline for submitting applications.
- C.** The notice of promotional opportunity shall specify the title and pay of the classification for which examination is to be held, the nature of the work to be performed, the basic qualifications necessary to be eligible for consideration, the nature of tests to be utilized, the weighting to be assigned to each test process, and the general procedures for selection from the established eligibility list.

SECTION XIII. OUTSIDE EMPLOYMENT

No employee shall engage in any employment, activity, or enterprise that is inconsistent, incompatible or in conflict with his/her duties as a City employee. Prior to accepting outside employment and annually, the employee shall notify the department of the nature and extent of such employment and obtain approval of the Department Head as outlined in Administrative Policy #3.16.

SECTION XIV. RETIREMENT BENEFITS

A. Basic Retirement.

1. The City shall continue to provide all safety employees covered under this agreement with that certain retirement program commonly known as “3% at age 50 Formula,” which is based upon the retirement formula as set forth in the California Public Employees' Retirement System (PERS), Section 21362.2 of the California Government Code.

2. All new Safety Employees defined as “new members” under the Public Employees’ Pension Reform Act of 2013 (“Act”) hired after January 1, 2013 shall be subject to the 2.7%@ 57 formula.
3. The City shall provide non-sworn employees covered under this agreement with that certain retirement program commonly known as “2.7% at age 55 Formula,” which is based on the retirement formula as set forth in the California Public Employees’ Retirement System (PERS), Section 21354.5 of the California Government Code.
4. All new non-sworn (Miscellaneous) employees defined as “new members” under the Act hired after January 1, 2013 shall be subject to the 2%@ 62 formula.

B. Additional Retirement Benefits.

1. The City shall continue to provide employees covered under this agreement with that certain retirement option program commonly referred to as “Retirement Credit in Unused Sick Leave” which is based on the conversion formula as set forth in the California Public Employees’ Retirement System (PERS), Section 20862.8 of the California Government Code.
2. The City shall provide employees covered under this agreement with that certain retirement option program commonly referred to as “Third Level 59 Survivors Benefit” which based on the schedule of benefits as set forth in the California Public Employees’ Retirement System (PERS) Section 21380.7 of the California Government Code.
 - a. The City shall provide non-sworn employees covered under this agreement with that certain retirement option program commonly referred to as “Fourth Level of 1959 Survivor Benefits” pursuant to Section 21382.5 in conjunction with Section 21373 “Continuation of Death Benefits After Remarriage of Survivor.”
3. The City shall continue to provide employees covered under this agreement with that certain retirement option program commonly referred to as “Post Retirement/Survivor’s Benefit Option” which is based on the schedule of benefits as provided in the California Public Employees’ Retirement System (PERS), Sections 21263 and 21263.1.
4. The City shall provide sworn personnel with the 3% Annual Cost of Living Allowance Increase for retiree option as provided in the California Public Employees’ Retirement System (PERS), Section 21230.
5. All employees in the unit (not defined as “new members under the Act”) shall pay their PERS member contribution (nine percent (9%) for sworn and eight percent (8%) for non-sworn).
6. Also “new members” as defined by the Act (hired after January 1, 2013) shall pay one half of the total normal cost for their pension as determined by CalPERS.

7. The City shall continue to provide eligible Association members with that certain retirement option program commonly referred to as “Single Highest Year” which is based on the schedule of benefits as set forth in the California Public Employees' Retirement System (PERS), Section 20024.2 of the California Government Code.
8. All new Safety employees defined as “new members” under the Act will have their pensions calculated based on the highest average annual pensionable compensation earned over a consecutive 36-month period.
9. All new non-sworn (miscellaneous) employees defined as “new members” under the Act will have their pensions calculated based on the highest average annual pensionable compensation earned over a consecutive 36-month period.

Effective the first pay period on or after July 1, 2018, all employees represented by the Association will contribute the equivalent of \$85 per month to offset CalPERS Unfunded Accrued Liability costs. All contributions made pursuant to this Employee CalPERS Response Giveback Plan will be deducted from each employee’s paycheck in equal amounts every pay period. Also, the employee contributions made pursuant to this Employee CalPERS Response Giveback Plan will be considered part of the employee contribution towards CalPERS retirement system costs.

SECTION XV. HEALTH AND WELFARE BENEFITS

A. Cafeteria Style Medical Benefit Plan:

Those Association members who elect to acquire medical insurance coverage through the City will receive the following amounts for use towards enrolling in any of the medical, dental, and vision insurance plans offered by the City.

- Effective December 2022 – \$1,525 / month
- Effective December 2023 – \$1,600 / month
- Effective December 2024 – \$1,675 / month
- Effective December 2025 – \$1,750 / month
- Effective December 2026 – \$1,825 / month

Any unused remainder may be taken as cash, or be used towards any additional City sponsored insurance programs.

It is also important to note that the above referenced contribution amounts will only be provided to Association members who elect to acquire medical insurance through the City. Association members who elect to acquire dental and / or vision insurance through the City, but not medical insurance through the City, will be ineligible to receive the above referenced contribution amounts, and will instead have to participate in the City’s opt-out program as further defined below.

Association Members Hired on or Before August 28, 2015.

Sworn Association members who elect not to acquire medical insurance coverage through the City must first provide proof of medical insurance coverage through an

alternative source. Upon meeting that requirement, the Association member shall then be eligible to opt-out of the City's medical coverage program and will receive \$1,250 / month.

Non-Sworn Association members who elect not to acquire medical insurance coverage through the City must first provide proof of medical insurance coverage through an alternative source. Upon meeting that requirement, the Association member shall then be eligible to opt-out of the City's medical coverage program and will receive \$750 / month.

Association Members Hired after August 28, 2015.

Those Association members who can provide proof of medical insurance coverage through an alternative source shall be eligible to opt-out of the City's medical coverage program and will receive 25% of the monthly cafeteria plan contribution for Sworn Association members, with a maximum cash-out cap of \$500 / month, which can be taken as cash, or be used towards any non-medical City sponsored insurance programs.

The City will include the provision of Flores vs. San Gabriel in OT calculations.

B. Long-Term Disability Benefits.

The City shall provide all Association members with a long-term disability program.

C. Prohibition of "Double Coverage."

The City may prohibit employees from adding another City employee as a dependent, or from being added to another City employee's City health plan(s) as a dependent.

D. Tuition Reimbursement.

Employees who complete job-related courses shall be reimbursed for tuition as outlined in Administrative Policy #305. Such policy shall be considered as part of this Agreement by reference and thus subject to the meet and confer process for any future amendments. In addition, upon successful completion of a course(s) employees will be reimbursed up to \$50 per semester/quarter for required books.

E. Deferred Compensation / Credit Union Savings Program.

The City shall make a matching contribution to each participating employee's IRC 457 Deferred Compensation account of \$50.00 per month, provided the following requirements are met:

1. The employee must be enrolled in a City sponsored deferred compensation plan.
2. The employee must contribute an equal amount of the City's contribution.

Furthermore, at any time, employees can voluntarily elect to participate in and contribute towards any City sponsored deferred compensation program, and / or participate in Monrovia Credit Union savings programs.

F. Annual Health Screening Program.

The City will provide all Association members with access to an annual health screening program.

SECTION XVI. RETIREMENT MEDICAL BENEFITS

A. Cessation of Medical Benefits Upon Retirement.

1. It is acknowledged by the City and the Association that the City's intent is to provide health coverage for current employees – not for previously retired employees or for current or future employees upon their eventual retirement.

B. Retirement Medical Benefit Program.

1. For all employees hired on or before July 1, 2017, the City agrees to provide the following retiree medical benefit.
 - i. Employees retiring with a minimum of fifteen (15) years of service shall receive a maximum monthly reimbursement of \$100.
 - ii. Employees retiring with a minimum of twenty (20) years of service shall receive a maximum monthly reimbursement of \$200.
 - iii. Employees retiring with a minimum of twenty-five (25) years of service shall receive a maximum monthly reimbursement of \$250.
 - iv. No retiree shall receive a reimbursement for more than the actual monthly cost of the medical coverage.
 - v. When the retiree and/or spouse become eligible for Medicare, (if applicable), each must elect such coverage as the City will only provide reimbursement based on the supplement to Medicare plan premium.
 - vi. Once retired, the retiree must provide evidence of a monthly premium to be paid directly by the retiree, to receive reimbursement. Otherwise, no reimbursement will be provided.
 - vii. Retiree medical premiums will be paid for the employee and spouse for the lifetime of both parties provided they remain married until death. Should they divorce, the spouse will not be entitled to such reimbursement.
 - viii. The retiree / spouse must submit evidence of their monthly medical premium to the City to receive their monthly reimbursement.
2. For all employees hired after July 1, 2017, the City agrees to provide the following retiree medical benefit.
 - i. All Association members hired after July 1, 2017, will not be eligible to receive the retiree medical benefits as outlined in Section XVI.B.1 above, and instead, will participate in the City's Pre-Funded Retiree Medical Trust (PRMT) that provides for employee and employer contributions. The PRMT will establish a health reimbursement savings trust account that will allow the employee to utilize monies in this account to pay for IRS-approved medical premiums with pre-tax

dollars as long as there are funds in the retiree’s account. A complete Plan document describing the PRMT will be provided to each participant.

- ii. Both the employee and the City will contribute monies into the Trust each pay period.
- iii. All contributions made by an employee will remain in the Trust for the benefit of the employee regardless of whether he/she retires or otherwise separates from employment with the City.
- iv. An employee cannot contribute either more or less than the amount determined through the meet and confer process.
- v. The contribution levels for both employee and the City are based on length of service as indicated in the Table below.

Contributions Amounts Per Pay Period		
Years of Service	Employee Contributions	Employer Contributions
0-5	\$10	\$15
6-10	\$10	\$20
11-15	\$20	\$25
16-20	\$20	\$30
21-25	\$30	\$35
26+	\$30	\$40

C. Health Insurance Committee.

The parties agree to establish a Health Insurance Committee comprised of representatives from all bargaining units to review process and feasibility of medical provider changes, and in particular, assessing the viability of transitioning to CalPERS as the City’s medical provider.

SECTION XVII. RE-HIRING OF EMPLOYEES

A. Application.

This section applies to employees who voluntarily terminate employment with the City and are re-hired within a four-month time period. The benefits of this section may be applied only once.

B. Benefits.

Any employee who voluntarily leaves City employment and is re-hired within a period not to exceed four months shall return at the same pay scale and seniority, with regard to vacation accrual rate and shift selection, as was in effect at the time of departure. However, the employee may not return to any previous rank or special assignment held before his departure from the City. A re-hired employee meeting the

qualifications of Subsection A above shall be subject to a probationary period of six months.

C. Exceptions.

If an employee leaves the department a second time and is re-hired, he is only guaranteed the right to a six-month probationary period. If the re-hiring occurs more than four-months after the employee's last day of work, the employee shall be treated as a newly hired employee in all respects.

D. Administrative Policy.

The City shall develop an administrative policy incorporating these new guidelines.

SECTION XVIII. MISCELLANEOUS

The parties agree that they will meet and confer regarding updates to Administrative Policy 3.4 (Drug and Alcohol Abuse Policy), development of an Administrative Policy regarding Family Medical Leave Act, and an administrative appeal procedure pursuant to Government Code section 3304(b).

SECTION XIX. SEVERABILITY

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 Memorandum shall remain in full force and effect for the duration of this Memorandum of Understanding.

SECTION XX. FULL UNDERSTANDING


This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed upon by the parties and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

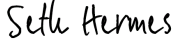
It is the intent of the parties that this agreement be administered in its entirety in good faith during its full term. The Association recognizes that during such term, it may be necessary to reopen certain sections of this Agreement in order for the City to make changes in practices, rules, or procedures affecting the employees covered by this Agreement.

In the event that the City finds it necessary to reopen certain sections of this Agreement to make changes in practices, rules, or procedures, the City shall notify the Association of such change. Upon request, the City agrees to meet and confer with the Association in good faith on the impact that any such change will have on the employees covered by this Agreement.

Notwithstanding the above identified factors, during the life of this Agreement, the Association voluntarily and unqualifiedly waives its rights and agrees that the City shall not be required to meet and confer with respect to any subject or matter whether referred to or covered in this Agreement or not during the term of this Agreement.

**MONROVIA POLICE OFFICERS'
ASSOCIATION:**

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Adam Villalobos, President

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Seth Hermes , Vice President

CITY OF MONROVIA:

DocuSigned by:

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Dylan Feik, City Manager

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Lauren Vasquez, Assistant City Manager

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF MONROVIA
AND THE
MONROVIA POLICE OFFICERS' ASSOCIATION EMPLOYEES**

The City of Monrovia and Monrovia Police Officers' Association Employees, agree to amend the Monrovia Police Officers' Association Memorandum of Understanding dated July 1, 2022 through June 30, 2027. This *Side Letter of Agreement* will modify Section XVII. Re-Hiring of Employees, amending subsection A. Applications as follows:

SECTION XVII. RE-HIRING OF EMPLOYEES

A. Application.

This section applies to employees who voluntarily terminate employment with the City and are re-hired within a six-month time period. The benefits of this section may be applied only once.

**MONROVIA POLICE OFFICERS'
ASSOCIATION:**

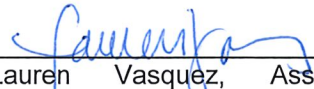


Adam Villalobos, President

CITY OF MONROVIA:



Dylan Feik, City Manager



Lauren Vasquez, Assistant City
Manager

**SIDE LETTER OF AGREEMENT
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The City of Monrovia and Monrovia Police Officers' Association Employees, agree to amend the Monrovia Police Officers' Association Memorandum of Understanding dated July 1, 2022 through June 30, 2027. This *Side Letter of Agreement* will modify Section XVII. Re-Hiring of Employees, amending subsection A. Applications as follows:

SECTION XVII. RE-HIRING OF EMPLOYEES

A. Application.

*This section applies to employees who voluntarily terminate employment with the City and are re-hired within a **six ~~four~~-month time period**. The benefits of this section may be applied only once.*

**MONROVIA POLICE OFFICERS'
ASSOCIATION:**

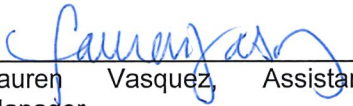


Adam Villalobos, President

CITY OF MONROVIA:



Dylan Felk, City Manager



Lauren Vasquez, Assistant City
Manager

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF MONROVIA
AND THE
MONROVIA POLICE OFFICERS' ASSOCIATION EMPLOYEES**

The City of Monrovia and Monrovia Police Officers' Association Employees, agree to amend the Monrovia Police Officers' Association Memorandum of Understanding dated July 1, 2022 through June 30, 2027. This *Side Letter of Agreement* will modify Section IX. Salary and Compensation, amending subsection S. Applications as follows (added text is underlined):

SECTION IX. SALARIES AND COMPENSATION

S. Stand-By Pay.

Sworn personnel assigned as Detectives and Non-Sworn personnel assigned as Police Dispatchers and Police Services Representatives shall receive stand-by pay when assigned to be on-call. On-call shall mean the employee must inform the City of his/her location at all times during the period of stand-by or carry a cell phone by which the City can locate the employee immediately. Stand-by shall not apply to situations where an emergency call-out list exists, but only to those times when a specific individual employee is assigned to be on-call.

The employee is responsible for being able to be contacted during the stand-by period. If the employee is unable to be contacted or fails to respond to a call, the employee may be required to forfeit any stand-by pay for that day and may be subject to further disciplinary action.

Non-sworn police employees shall receive \$75 for any 24-hour period or portion thereof commencing 12:00 midnight and during which he/she will not be working a shift, and \$15.00 for any such period or portion thereof during which he/she works a shift.

A sworn employee assigned as a Detective shall receive \$200 for any weekend period he/she is placed on stand-by.

Sworn employees shall receive \$100 per day for each day on standby on a holiday.

MONROVIA POLICE OFFICERS' ASSOCIATION:


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Adam Villalobos, President

CITY OF MONROVIA:

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Dylan Feik, City Manager

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Lauren Vasquez, Assistant City Manager

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF MONROVIA
AND THE
MONROVIA POLICE OFFICERS' ASSOCIATION**

This *Side Letter of Agreement* will modify the following sections of the Monrovia Police Officers' Association MOU dated July 1, 2022, through June 30, 2027:

- **SECTION XI. LEAVE PROVISIONS**

Effective March 19, 2024, Section XI – E, shall be modified to read as follows:

E. Bereavement Leave

In the event of the death of a member of an employee's family (defined as a spouse, parent, stepparent, sibling, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, domestic partner, anyone living in the household, or anyone who can be certified as having raised the employee as a child), the employee will be entitled to five (5) days of bereavement leave. Employees will be paid up to forty (40) hours of bereavement leave, per each individual bereavement occurrence. The five (5) days of bereavement leave do not have to be taken consecutively. Employees may use their accrual banks for any additional time needed.

Employees may also take time off for bereavement situations for non-immediate family members by utilizing accrued sick leave, compensatory time, or vacation leave for such circumstance with the approval of the employee's supervisor or manager.

To be entitled to receive paid time off for bereavement leave, an employee may be required to present written documentation to the City showing that the employee did attend an immediate family member's (as defined in this section) funeral.

MONROVIA POLICE OFFICERS' ASSOCIATION:

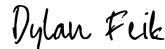
DocuSigned by:


Adam Villalobos, President

Signed by:

David Andrew, Vice President

CITY OF MONROVIA:

Signed by:

Dylan Feik, City Manager

Signed by:

Lauren Vasquez, Assistant City Manager