

Memorandum of Understanding

between

City of Baldwin Park

and

Service Employees International Union

Local 721

July 1, 2021

to

June 30, 2024

PREAMBLE AND TERM.....	1
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – SAVINGS CLAUSE	1
ARTICLE 3 – FULL UNDERSTANDING, MODIFICATION & WAIVER.....	2
ARTICLE 4 – MANAGEMENT RIGHTS.....	2
ARTICLE 5 – UNION RIGHTS	3
Section 5.1 Union Stewards	3
Section 5.2 Voluntary Political Contributions	5
Section 5.3 Payroll Deductions.....	5
Section 5.4 Reporting Requirements.....	6
Section 5.5 Indemnity Clause	7
Section 5.6 Use of City Facilities.....	7
Section 5.7 Bulletin Boards.....	7
Section 5.8 Union Training.....	7
Section 5.9 Union Meetings.....	7
Section 5.10 Meet and Confer	7
Section 5.11 New Employee Orientation.....	8
ARTICLE 6 – ANTI-STRIKE CLAUSE	8
Section 6.1 Prohibited Conduct.....	8
Section 6.2 Union Responsibility	9
ARTICLE 7 – WORK HOURS	9
Section 7.1 Work Period.....	9
Section 7.2 Work Schedule.....	9
Section 7.3 Work Day	10
Section 7.4 Hours of Work.....	10
Section 7.5 Hours Worked	11
Section 7.6 Meal Breaks.....	11
Section 7.7 Rest Breaks	11
Section 7.8 Working Special Events.....	11
ARTICLE 8 – SICK LEAVE	11
Section 8.1 Rate of Accrual	11
Section 8.2 Maximum Accumulation	12
Section 8.3 Use of Sick Leave.....	12
Section 8.4 Cash-Out of Accumulated Sick Leave	12
ARTICLE 9 – VACATION	13
Section 9.1 Rate of Accrual	13

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

Section 14.3	Salary Increase.....	24
Section 14.4	Y-Rating.....	24
ARTICLE 15 – SPECIAL PAY PROVISIONS		25
Section 15.1	Overtime.....	25
Section 15.2	Compensatory Time.....	25
Section 15.3	Call Back.....	26
Section 15.4	Bilingual Pay.....	27
Section 15.5	Longevity Pay.....	28
Section 15.6	Education Incentive	28
Section 15.7	License/Certification Pay	28
Section 15.8	Specialty Assignment Pay	30
Section 15.9	Acting Pay.....	30
Section 15.10	Safety Work Boots	31
ARTICLE 16 – GENERAL PERSONNEL PROVISIONS.....		31
Section 16.1	Probationary Period	31
Section 16.2	Contracting Out.....	31
Section 16.3	Strenuous Activity.....	32
Section 16.4	Layoffs.....	32
Section 16.5	Personnel Rules.....	32
Section 16.6	Joint Labor Management Committee.....	32
Section 16.7	American’s With Disabilities Act	33
Section 16.8	Alcohol/Drug Abuse and Testing	33
Section 16.9	Smoking Policy	36
Section 16.10	Tuition Reimbursement.....	36
Section 16.11	Lockers	36
ARTICLE 17 – DISCIPLINE		36
Section 17.1	Disciplinary Procedures.....	36
Section 17.2	Written Warnings and Reprimands.....	36
Section 17.3	Stale Discipline.....	37
ARTICLE 18 – GRIEVANCE PROCEDURES		37
Section 18.1	Definition.....	37
Section 18.2	Timelines	37
Section 18.3	Representation	37

Section 18.4 Freedom from Reprisal 37

Section 18.5 Informal Resolution 38

Section 18.6 Step One – Division Head Review 38

Section 18.7 Step Two – Appointing Authority Review 38

Section 18.8 Step Three – Executive Team Review 38

Section 18.9 Step Four – Binding Arbitration 39

Section 19.0 Conflict/Resolution Mediation Services 39

APPENDIX A – SALARY SCHEDULES 41

EXECUTION OF THE NEW MOU 42

PREAMBLE AND TERM

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

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

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

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

ARTICLE 1 – RECOGNITION

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

Equipment Mechanic

Senior Equipment Mechanic

Maintenance Worker I

Maintenance Worker II

Senior Maintenance Worker

Street Sweeper Operator

ARTICLE 2 – SAVINGS CLAUSE

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

The parties shall enter the meet and confer process immediately for the purpose of arriving at a mutually satisfactory replacement of such part or provision.

ARTICLE 3 – FULL UNDERSTANDING, MODIFICATION & WAIVER

It is intended that this agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its rights and agrees the City shall not be required to negotiate with respect to any subject or matter covered herein during the term of this agreement. Nothing contained herein shall preclude the parties from mutually agreeing to meet and confer.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the City Council.

The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 4 – MANAGEMENT RIGHTS

All management rights and functions except those which are clearly and expressly limited in this MOU shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- Manage the City.
- Schedule working hours.
- Establish, modify or change work schedules or standards.
- Institute changes in procedures.
- Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
- Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, or subdivisions thereof.
- Determine services to be rendered.
- Determine the layout of buildings and equipment and materials to be used therein.
- Determine processes, techniques, methods, and means of performing work.
- Determine the size, character and use of inventories.
- Determine financial policy including accounting procedures.
- Determine the administrative organization of the system.
- Determine selection, promotion, or transfer of employees.

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

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

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees in the bargaining unit, the City agrees to meet and confer with representatives of the Union, upon request by the Union, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU or in Personnel Rules and Salary Resolutions.

ARTICLE 5 – UNION RIGHTS

Section 5.1

Union Stewards

A. Functions and Responsibilities of Stewards

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

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

- Investigate any request for adjustment of grievance in the steward's division, and present such request for adjustment to the supervisor of the employee who initiated the grievance request.
- Attend meetings with management when the steward's presence is necessary to present the grievance for adjustment.

B. Steward Appointments

1. The Union may designate a reasonable number of union stewards, but not to exceed five (5) employees in the unit.
2. Except for the purpose of training a new steward, the Union agrees that only one (1) steward may represent an employee at a time. For the purpose of training a new steward, the Union agrees that only one (1) representative may actively participate at a time.
3. A steward may represent a grievant at all levels of the grievance process.
4. The City shall make reasonable efforts to reschedule any grievance or disciplinary proceeding in the event that the shop steward of the employee's choice is unable to be released by the supervisor to attend a grievance or disciplinary proceeding. Such accommodation should not unduly disrupt the City's ability to conduct any relevant investigation or process the grievance at issue.
5. Stewards shall be selected in such a manner as the Union may determine.
6. The Union shall notify the City in writing of the names of all stewards who are authorized to represent the employees in the unit.
7. The Union shall provide the City with the names of union stewards within thirty (30) days of any changes in the designated stewards.

C. Job Safety by Steward

No steward shall leave their job or area of assignment while their presence is necessary for the safe and effective operation of their job; the determination is to be made by the steward's immediate supervisor or appointing authority.

D. Notification Requirements

1. Each steward shall report to their supervisor the time leaving their work location to perform such duties as set forth herein.
2. The steward shall report to the supervisor immediately upon completion of these duties.

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

E. Management Responsibility

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

F. Discrimination

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

Section 5.2 Voluntary Political Contributions

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

Section 5.3 Payroll Deductions

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

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

Such deductions will be remitted to the Union via electronic deposit in one lump sum within thirty (30) days of the conclusion of the month in which said dues, service fees and contributions are deducted.

Section 5.4 Reporting Requirements

Upon hire and with the remittance of each pay period payroll deductions, the City will provide the Union with the following information, in a usable electronic format to dues@seiu721.org, for each employee in the unit:

- Name (first, last and middle initial)
- Employee Identification Number
- Job Classification
- Salary Step
- Rate of Pay
- Date of Hire
- Home Address
- Mailing Address (if different)
- Home Phone Number
- Personal Cell Phone Number
- Personal email address on file
- Worksite Facility Name
- Department
- Work Address
- Work Phone Number
- Employment Status (i.e. active, on a leave of absence, etc.)

The City shall notify the Union within fourteen (14) calendar days of any employee who has a change in employment status, including but not limited to promotion, demotion, transfer, reclassification, retirement, or separation from service.

Section 5.5 Indemnity Clause

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

Section 5.6 Use of City Facilities

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

Section 5.7 Bulletin Boards

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

Section 5.8 Union Training

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

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

Section 5.9 Union Meetings

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

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

Section 5.10 Meet and Confer

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

unit shall be allowed paid release time, without loss of compensation or any other benefits. Such paid release time shall include time to caucus and/or prepare for such meetings.

Section 5.11 New Employee Orientation

The City shall notify the Union of all new employees entering the bargaining unit and provide the information listed in Section 5.4 on each new employee no later than thirty (30) days of hire or by the first pay period of the month following hire. For the purpose of this section, new employees shall be defined to include any employee whose classification is in the bargaining unit, including but not limited to employees entering the unit through new hire, accretion, promotion, or demotion.

Each new employee shall be required to attend an orientation. The City shall provide the Union with no less than ten (10) days advance written notice of the date, time, and location of the orientation. Such notice shall be sent to the Union via an email to membership@seiu721.org and the designated SEIU Worksite Organizer. The notice shall also include the new employee's name, employee identification number (if assigned yet), and job title.

The City agrees to provide each new employee with up to one (1) hour of paid release time to meet with their union representative or steward to receive a copy of the most current MOU and be provided with an orientation on the benefits of union membership. In the event a union representative is unable to attend the orientation, the City shall provide the new employee with a copy of the most current MOU, the application for union membership, and the contact information for their union representative(s). In the event a steward provides the orientation, the steward shall also be provided with up to one (1) hour of paid release time in which to conduct each orientation. If more than one (1) new employee is hired within the same pay period, reasonable effort shall be made to schedule and conduct the orientations during the same time frame.

ARTICLE 6 – ANTI-STRIKE CLAUSE

Section 6.1 Prohibited Conduct

- A. The Union, its officers, agents, representatives and/or members agree that during the term of this agreement, or until such time as impasse procedures, if any, are completed, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform service.
- B. The City agrees that it shall not lock out its employees during the term of this agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this agreement or applicable ordinance or law.
- C. Any employee who participates in any conduct prohibited in Section 6.1(A) above may be subject to termination by the City.

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

Section 6.2 Union Responsibility

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

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

ARTICLE 7 – WORK HOURS

Section 7.1 Work Period

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

Section 7.2 Work Schedule

A. 9/80 Schedule

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

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

B. 4/10 Schedule

The parties agree that the 4/10 plan work schedule is available as a pilot project to be considered for evaluation and continuation at the end of this MOU. Employees may request to be assigned to a 4/10 plan work schedule. The schedule starting time will be at the discretion of the Public Works Director.

Section 7.3 Work Day

A. On a 9/80 Schedule

Employees assigned to the 9/80 plan work schedule shall have a standard Monday through Thursday workday consisting of nine and one-half (9½) hours with nine (9) hours of work time and at least a thirty (30) minute, non-paid and unrestricted meal period. Employees shall have a standard Friday workday consisting of eight and one-half (8½) hours with eight (8) hours of work time and at least a thirty (30) minute, non-paid and unrestricted meal period.

B. On a 4/10 Schedule

Employees assigned to the 4/10 plan work schedule shall have a standard Monday through Thursday workday or a Tuesday through Friday workday consisting of ten and one-half (10½) hours with ten (10) hours of work time and at least a thirty (30) minute, non-paid and unrestricted meal period.

Section 7.4 Hours of Work

A. Regular Work Schedule

1. Employees assigned to a 9/80 work schedule shall normally work Monday through Thursday, 6:30 A.M. to 4:00 P.M. and on each scheduled Friday shall work 6:30 A.M. to 3:00 P.M.; however, employees may work a flexible 9/80 plan dependent upon their work assignment.

B. Training and Conferences

When an employee is scheduled to attend a conference or training program Monday through Friday, their work hours will be 8:00 A.M. to 5:00 P.M., Monday through Friday, so there is no issue that they are eligible for overtime while attending the conference or training.

Non-mandatory attendance at training schools/facilities which improves the performance of regular tasks and/or prepares for job advancement are not compensable for hours in excess of the employee's normal work shift. Any time spent in excess of the normal work shift will not be counted as working time and is not compensable in any manner whatsoever.

Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus twenty-four (24) hours a day.

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

C. Injury on Duty

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

D. Donning and Doffing

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

Section 7.5 Hours Worked

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

Section 7.6 Meal Breaks

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

Section 7.7 Rest Breaks

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

Section 7.8 Working Special Events

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

ARTICLE 8 – SICK LEAVE

Section 8.1 Rate of Accrual

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

Section 8.2 Maximum Accumulation

Each eligible employee shall elect their level of maximum sick leave accumulation. The maximum accumulation may be set at three hundred (300), six hundred (600) or nine hundred (900) hours. The maximum accumulation level elected by the employee will be irrevocable, unless the employee desires to increase to a higher level.

Section 8.3 Use of Sick Leave

Unless otherwise addressed in this article, the use of sick leave shall be governed by Personnel Rule §11.4 and debited on an hourly basis.

An employee may use accrued sick leave upon request for the following reasons:

- Absence due to illness or injury to the employee; or
- Preventative healthcare, including but not limited to medical, dental and vision appointments; or
- To attend to a qualified family member; or
- Any other reason as permitted by law

Section 8.4 Cash-Out of Accumulated Sick Leave

Each January 1st, employees may commence to accrue sick leave hours above their elected maximum accumulation level. At the close of each calendar year, each employee will receive seventy-five percent (75%) of the unused portion of sick leave hours, which are in excess of their elected maximum accumulation level, as compensation to be calculated at their then straight time hourly rate. Payment will be made at the next closest pay period.

When an employee's service with the City is terminated for any reason no compensation shall be paid for any accumulated and unused sick leave hours.

ARTICLE 9 – VACATION

Section 9.1 Rate of Accrual

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

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

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

Section 9.2 Maximum Accumulation

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

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

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

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

Employees will be notified on a quarterly basis of their current and potential maximum vacation accumulation for the calendar year to assist them in the reduction of excess vacation hours.

Section 9.3 Use of Vacation

The times during which an employee may take their vacation leave shall be determined by the department head with due regard for the wishes of the employee and for the needs of the service.

Employees shall, each calendar year, be required to take a minimum of forty (40) hours of vacation leave. This minimum annual vacation leave requirement should be taken in consecutive hours; however, an employee may, with approval of their department head, take this minimum vacation leave in lesser increments during the calendar year. Such requests shall not be unreasonably denied.

Section 9.4 Holidays during Vacation Leave

In the event a legal holiday falls during a vacation leave, such holiday shall not be charged as vacation leave and the vacation leave shall be extended or credited accordingly.

Section 9.5 Cash-Out of Accumulated Vacation

Employees who separate from the service of the City shall be eligible to receive compensation for all unused, accrued vacation leave. Payment will be calculated at their then straight time hourly rate.

ARTICLE 10 – HOLIDAYS

Section 10.1 Paid Holidays

A. The following days shall be observed as paid holidays:

New Year's Day	January 1 st
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving Day	4 th Friday in November
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

B. Holidays are paid or credited, as applicable, at the rate of nine (9) hours per holiday.

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

Section 10.2 Holidays Falling on Weekends

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

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

Section 10.3 Floating Holidays

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

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

Section 10.4 Holiday Bank

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

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

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

Section 10.5 Use of Holiday Bank

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

Section 10.6 Maximum Accumulation

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

Section 10.7 Working on a Holiday

An employee who is required to work on the following actual or observed holidays shall, in addition to the nine (9) hours for the paid holiday, be compensated at time and one-half (1½) for all regular hours worked and double time (2X) for all overtime hours worked, irrespective of the total paid leave exclusions for the work period:

- Thanksgiving Day
- Christmas Eve Day
- Christmas Day

Section 10.8 Cash-Out of Accumulated Holiday Hours

A. Hours in Excess of Maximum Accumulation

If an employee, because of business necessity, is not able to utilize excess accrued holiday bank hours, upon written request to and approval of the department head, an employee may be paid for any excess hours over their maximum accumulation.

Effective the first pay period of each calendar year, such excess hours will be removed from the employee's holiday bank, calculated at their then straight time hourly rate and paid to the employee by no later than June 30th of the same year.

B. Separation from Service

If an employee separates employment from the City and has used holiday bank time prior to the occurrence of the actual holiday, they will have their vacation leave and/or final paycheck reduced to reflect the excess holiday time used.

If an employee separates employment from the City and has not used any eligible accrued holiday bank time, they will be paid for such eligible holiday bank time at their straight time rate.

Section 10.9 Winter Holiday Leave

A. The City agrees to allow each employee the option to take a winter holiday leave from Christmas Eve Day through New Year's Day each year. This time period shall include the date(s) of the actual and observed holidays.

- 2020 Winter Holiday (Friday, 12/25/2020 through Friday, 01/01/2021)

B. The City may opt to continue normal or reduced level city operations, through the use of part-time employees and/or full time employees, during this time period.

C. The Director shall retain the sole discretion to determine the levels required for minimal staffing to meet operational needs, and to approve or deny leave requests based thereon. Such

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

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

ARTICLE 11 – OTHER LEAVE

Section 11.1 Bereavement Leave

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

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

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

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

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

Section 11.2 Military Leave

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

Section 11.3 Jury Duty

An employee granted jury duty leave pursuant to Personnel Rule §11.7 shall not be paid additional compensation when such leave extends beyond the employee's regularly scheduled work week. An employee summoned for jury duty shall provide a copy of the summons to their supervisor on the first work day after receipt of such summons. The employee shall be required to remit payments received to the City for jury duty service, excluding mileage reimbursement, which occurred during regularly scheduled working hours.

Section 11.4 Statutory Leave

The City shall continue to provide employees with any and all leave to which the employee is entitled by law. This includes, but is not limited to the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Americans with Disabilities Act (ADA), Pregnancy Disability Leave (PDL), and leave for child-related activities in accordance with Labor Code §230.8, as required by law.

Employees will have the same, but no greater, right to employment while on statutory leave as they would have if actively working. To the extent that any leave is unpaid by statute, the Union understands and expressly agrees employees are required to utilize all accumulated paid leave concurrently with the statutory leave until such accumulated paid leave is exhausted.

While on statutory leave, an employee shall continue to be eligible to participate in the City's group health insurance to the same extent that coverage is provided while the employee is actually working.

Section 11.5 Industrial Injury

When an employee is disabled by injury or illness arising out of or in the course of their duties, they shall be entitled to full salary leave for the period of such injury or illness until they:

- Return to work; or
- Are determined as medically permanent and stationary by a City designated doctor; or
- Placed in an approved rehabilitation program; or
- Retired in accordance with established regulations of the California Public Employees' Retirement System ("CalPERS").

Notwithstanding the above, such leave shall not exceed one (1) year.

An employee while on such full salary leave status shall accrue vacation and sick leave and receive general salary increases approved for the classification as if they were actually performing their duties.

If, during such full salary leave status, an employee is capable of performing on a restricted/light duty basis and the needs of the department are such, the appointing authority may approve a temporary modified status for the employee until the employee's permanent status is determined.

Section 11.6 Personal Necessity Leave

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

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

ARTICLE 12 – INSURANCE BENEFITS

Section 12.1 Life Insurance

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

Section 12.2 Vision Plan

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

Section 12.3 Medical Health Insurance

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

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

B. City's Maximum Contribution for Premiums

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

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

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

Effective July 1, 2023 the City's contribution to medical premiums shall be increased to \$1,400 per month.

C. Term

The health plan coverage term, annual premium rates and PEMHCA employer contribution amounts, as determined by CalPERS, run from January 1st through December 31st of each calendar year.

D. Excess Premiums

Any premium in excess of the City's monthly maximum contribution shall be paid by the employee via payroll deductions.

E. Excess Funds

There will be no cash-back payment of any remaining excess funds after the monthly premium.

Section 12.4 Dental Insurance

The City will contribute up to a maximum premium cost of fifty-two dollars (\$52) per month for each employee, toward the cost of a City provided dental program. A premium increase in excess of fifty-two dollars (\$52) per month shall be absorbed by the employee. There shall be no cash-back payment of any remaining excess funds after the payment of the monthly premium.

Section 12.5 Short-Term/Long-Term Disability

The City will pay one hundred percent (100%) of the employee's premium towards a short term & long-term disability insurance program as provided by the City of Baldwin Park.

The Short-Term Disability Insurance Plan provides benefits commencing on the 31st day of non-work-related injury or illness, and employees will be eligible to receive cash benefit of 66.67% of their weekly salary up to \$1,871 for up to 22 weeks.

The Long Term Disability Insurance Plan provides a cash benefit of 66.67% of your monthly salary up to \$8,100, starting 180 days after you are out of work and continuing up to age 65 or Social Security Normal Retirement Age (SSNRA), whichever is later.

ARTICLE 13 – RETIREMENT

Section 13.1 Retirement Plans

The City contracts with CalPERS to provide retirement benefits to eligible employees. There are different tiers of miscellaneous retirement plans with defined benefits based on the employee's date

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

A. Plan Tiers

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

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

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

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

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

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

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

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

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

B. Additional Benefits

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

- Annual Cost-of-Living Allowance

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

- Survivor Benefit

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

The City agrees to submit for an amendment to the miscellaneous plans, as soon as administratively possible but no later than June 30, 2021, to provide the *Fourth Level of 1959 Survivor Benefit* (Government Code §21574).

- Military Service Credit

An employee with qualifying military service may purchase, at their own expense, up to four (4) years of *Military Service Credit as Public Service* (Government Code §21024).

Section 13.2 Medicare

In accordance with Medicare requirements and CalPERS procedures, as an employee/retiree approaches age 65, a “Certification of Medicare Status” form will be sent to the individual by CalPERS regarding Medicare eligibility and enrollment in Medicare Parts A and B. The individual’s eligibility for Medicare and enrollment in a CalPERS Medicare health plan will be determined once the individual returns the completed form to CalPERS. This form must be completed by the first day of the month in which the individual reaches age 65. If CalPERS has not received the form by the end of the individual’s birthday month, CalPERS health coverage for the individual and all enrolled dependents will be automatically canceled.

Section 13.3 Retiree Health Insurance

The City provides retiree medical health insurance through CalPERS to eligible employees who retire from City service and enroll in a CalPERS medical care plan. The City is required by Government Code §22892 of the Public Employees’ Medical and Hospital Care Act (PEMHCA) to pay a monthly “minimum employer contribution” (MEC) on behalf of each retired annuitant. The amount of the monthly MEC is adjusted annually and solely determined by CalPERS.

Retiree medical benefits are based on the employee’s initial date of hire with the City, as follows:

- TIER A: Employees Hired Prior to July 1, 2015

The City shall pay the monthly MEC to CalPERS.

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

In addition, the City shall also reimburse the retiree, or by some other mechanism provide the retiree with an amount which is equal to the difference of the monthly MEC and the actual premium cost for “retiree only” or “retiree+1” coverage in a CalPERS medical plan chosen by the retiree, in an amount not to exceed seven hundred and eighteen dollars (\$718.00) per month.

For example: In 2017, if a retiree chose “retiree only” coverage in a plan with a monthly premium of \$575.00, the City would contribute an additional \$447.00 per month. If that retiree had chosen “retiree+1” coverage in a plan with a monthly premium of \$1,150.00, the City would have contributed an additional \$59000 per month.

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

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

The City shall pay the monthly MEC to CalPERS.

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

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

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

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

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

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

The City shall pay the PEMHCA minimum.

Section 13.4 Deferred Compensation Plan

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

the first full period following Council approval of the MOU, the City shall contribute \$50.00 per month per employee into a City sponsored deferred compensation plan. Prior to any changes in the current program/providers, the City agrees to meet in good faith with the SEIU as part of the meet and confer process.

ARTICLE 14 – COMPENSATION

Section 14.1 Salary Ranges

A. Salary Steps

The City shall continue to maintain a seven (7) step compensation plan with no less than a five percent (5%) separation between each salary step.

- The City and Union agree to review compaction issues and a City-wide class study will be conducted during the term of this MOU.

Section 14.2 Merit Increase

Employees who receive a minimum overall performance rating of “Competent” up to a maximum overall performance rating of “Superior” shall be eligible to receive a one (1) step advancement within their classification until they reach the maximum step.

Section 14.3 Salary Increase

The following base salary increases shall be provided to all employees and added to each salary step in the salary range of each classification:

- Effective July 1, 2021 - two percent (2%) plus a \$5,000 one-time premium.
- Effective July 1, 2022 - three percent (3%)
- Effective July 1, 2023 - three percent (3%)

Section 14.4 Y-Rating

Those employees that are “Y-rated” will remain at their current salary level until such time as the established salary for their assigned classification equals or exceeds their current salary, after which they will be eligible for salary increases, as may be granted.

Section 14.5 Fairness Provision

If any other group receives a higher salary COLA or Premium Pay during the term of this MOU, SEIU shall be provided the same benefit.

ARTICLE 15 – SPECIAL PAY PROVISIONS

Section 15.1 Overtime

A. FLSA Overtime

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

B. Double Time

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

C. Authorization for Overtime

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

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

Section 15.2 Compensatory Time

A. Accrual

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

B. Maximum Accumulation

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

C. Use of Compensatory Time Off

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

D. Cash-Out of Compensatory Time

Upon death or separation from City service, all accumulated compensatory time shall be paid at the employee's straight time hourly base rate at the time of the cash-out.

Section 15.3 Call Back

A. Call Back Defined

Call back occurs when an employee is ordered to, and does, return to duty or perform work during non-regularly scheduled work hours. This includes, but is not limited to making, receiving and/or responding to telephone inquiries regarding work-related issues during off-duty hours, reporting to work earlier than scheduled, or reporting to work on a regularly scheduled day off. This specifically excludes any response to a telephone inquiry that consists of or results in an indication of unwillingness or inability to accept the assignment offered or to carry out the order given.

Call back does not occur when an employee is held over from their prior shift without any break in consecutive work hours.

B. Guaranteed Minimum Payments

Call back begins when an employee who has accepted the assignment either (a) commences work; or (b) begins travel to the place of assignment, whichever is earlier. Any hours worked in excess of the following guaranteed minimum payments per incident shall be paid in minimum fifteen (15) minute increments for actual time worked. The call back ends when the employee(s) completes the assignment including any tasks related to that assignment for which they were called out. An additional assignment begins another call back period.

1. Physical Call Back

An employee called back to perform work at a physical location shall be credited with a minimum of four (4) hours work.

2. Remote and Telephonic Call Back

An employee who, during non-regularly scheduled work hours, follows an order to perform work from a remote location (*For example: accessing a data base, sending/receiving e-mail, etc.*) or required to answer, respond to, or make telephone calls shall be credited with a minimum of one (1) hour of work.

C. Travel Time for Call Back

All portal-to-portal travel time required for a call back shall be considered hours worked and shall be included for the purpose of calculating overtime. Any intermediate or non-work related task in which the employee chooses to engage between completion of a call back order

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

D. Rate of Payment for Call Back

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

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

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

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

E. Callback Absent a Standby Assignment

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

Section 15.4

Bilingual Pay

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

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

Section 15.5 Longevity Pay

Effective upon ratification, the City shall provide a monthly longevity premium to each eligible employee as follows:

Years of Service	Monthly Premium
Five (5) – Nine (9) Years	\$50
Ten (10) – Fourteen (14) Years	\$100
Fifteen (15) – Nineteen (19) Years	\$150
Twenty (20) – Twenty-four (24) Years	\$200
Twenty-five (25) Years or more	\$250

All employees shall begin receiving the monthly premium on their first anniversary date following the completion of the required continuous years of service with the City. For the purpose of this section, continuous service includes part-time work with the City. Part-time longevity will be applied at fifty percent (50%). For example, one year of part-time work cannot count for more than one half year of longevity. Employees hired full-time after July 1, 2020 will not receive part-time credit for longevity. This section is effective upon ratification and shall not result in back pay or retro pay.

Section 15.6 Education Incentive

Effective January 1, 2018, the City shall pay one hundred dollars (\$100) per month to each employee who holds an associate's or bachelor's degree from an accredited college or university. The degree must be applicable to the employee's current or future work field/duties with the City, as determined by the CEO. Employees must submit a written request, along with a copy of their degree, to their Director for consideration. Such written request, along with the Director's recommendation and the CEO's final written approval/denial of the request, shall be placed in the employee's personnel file.

Section 15.7 License/Certification Pay

Each employee who has the following licenses and/or certificates shall be compensated one hundred and fifty dollars (\$150) per month for each such license/certification. Such compensation shall be limited to the number of employees as follows:

- Class A or B California Driver's License

Any employee who maintains this license.

- QAC (Qualified Applicator Certificate)

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

- PCA (Pest Control Applicator):

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

- ASE (Automotive Service Excellence)

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

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

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

- Backflow Certification

One (1) employee maximum at any one time, with rotation if more than one (1) is qualified.

- Traffic Signal Control Certification

Employees may also receive pay for Traffic Signal Control Certification. A maximum of three (3) employees may receive this benefit at any one time. Traffic Signal Level I Certification shall entitle an employee to \$125 per month, and Traffic Signal Level II Certification shall entitle an employee to \$150 per month. An employee may not receive pay for both levels of certification at the same time. This paragraph is effective upon ratification and shall not result in any back pay or retroactive pay.

Effective upon ratification, no employee in this group can receive pay for more than two license/certification pay or specialty assignment pay under Section 15.7 or 15.8.

In order to receive the license or certificate pay, the employee must be assigned to the division which would benefit by use of the license and/or certificate. Excluding the driver's licenses, an employee shall be selected for and be removed from license/certification pay by the Director of Public Works. Employees shall not acquire vested property rights to the listed pays as stated above, excluding the driver's licenses. The Director of Public Works reserves the right to schedule hours of assigned personnel as they deem necessary.

Section 15.8 Specialty Assignment Pay

Employees shall be selected for and be removed from assignments by the Director of Public Works. When the number of qualified employees exceeds any maximums listed, the Director of Public Works will develop a rotation schedule for the assignments. Employees shall not acquire vested property rights to the assignment or the pay attached thereto.

A. Graffiti Crew

Each employee who is assigned to the graffiti crew shall be compensated one hundred and fifty dollars (\$150) per month.

Section 15.9 Acting Pay

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed, the employee shall receive the salary rate of the higher classification in which they are performing the required duties.

Personnel Rule §4.4 shall be modified by this MOU to provide acting pay after three (3) work weeks, from the date the employee was placed in the acting capacity. The work week is defined as Monday through Friday. All other provisions of Personnel Rule §4.4 shall remain in their current form.

Section 15.10

Safety Work Boots

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

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

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

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

ARTICLE 16 – GENERAL PERSONNEL PROVISIONS

Section 16.1

Probationary Period

A. Initial Probation

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

B. Probation Following Promotion

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

Section 16.2

Contracting Out

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

Section 16.3 Strenuous Activity

The City will minimize strenuous outdoor activity during periods of high smog and/or heat in compliance with OSHA standards. The final determination as to what tasks are to be reduced and/or performed is to be made by the City.

Section 16.4 Layoffs

The parties agree that the City may opt to implement a reduction in force due to economic reasons pursuant to Personnel Rule §13. Any reduction in workforce shall be done in the following order and by seniority:

- Contracted employees
- Part-Time employees
- Probationary Full-Time employees
- Permanent Full-Time employees

An employee listed for a reduction in workforce may utilize bumping rights, by seniority, in accordance with Personnel Rule §13.

Section 16.5 Personnel Rules

In the event the City drafts new or revised personnel policies, the unit shall be provided the opportunity to discuss the policies, provide their comments, and attempt to reach mutual agreement on the language content. The Union agrees that failure to reach mutual agreement shall not prevent the City from unilaterally adopting these policies. Unilateral adoption by the City will not be subject to any appeal process, including the grievance process.

Section 16.6 Joint Labor Management Committee

The Joint Labor Management Committee (LMC) is intended to build rapport between the City and respective bargaining groups, but is primarily designed to encourage meaningful and productive discussion about mutual interests of the City and Union. These discussions may center around ways to enhance services; brainstorming ways to identify sources of revenue; discussing cost containment approaches; and other ideas to enhance productivity using creative and innovative methods. Any items discussed that may impact employee working conditions, hours or compensation will not be addressed by the LMC, but through the normal meet and confer process with the City and Union representatives. It is anticipated that the LMC will meet quarterly; specific meeting times and agenda items will be determined at a future date by the LMC.

Section 16.7

American's With Disabilities Act

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

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

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

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

Section 16.8

Alcohol/Drug Abuse and Testing

A. Pre-Employment Alcohol and Drug Testing

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

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

B. Alcohol and Drug Abuse Policy

1. City Policy

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

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

While use of medically prescribed medications and drugs is not per se a violation of this policy, the employee must notify their supervisor, before beginning work, when taking medications or drugs (including the possible effects of taking such medication and drugs) which could foreseeably interfere with the safe and effective performance of duties or operation of equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from their physician may be required.

The parties specifically understand and agree that marijuana remains a Class I controlled substance under federal law. The parties further agree that despite the existence of conflicting state law, the City is entitled to discipline an employee who tests positive for marijuana on a drug test imposed pursuant to City policy, regulations, or federal/state law.

The City is committed to providing reasonable opportunity for rehabilitation for those employees whose drug or alcohol problem classifies them handicapped or disabled under federal and/or state law. Persons whose use of drugs or alcohol prohibits them from performing the duties of their position, or whose use constitutes a direct threat to property or the safety of others, are not considered handicapped or disabled under federal or state law.

2. Application

This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

3. Employee Responsibilities

An employee must:

- Refrain from the use of, or possession of, illegal drugs (including marijuana) or narcotics while on duty;
- Not report to work while their ability to perform job duties is impaired due to alcohol or drug use;
- Not possess or use alcohol or impairing drugs (illegal drugs, including marijuana, and prescription drugs without a prescription) during working hours or at any time while on city property;
- Not directly or through a third party sell or provide illegal drugs (including marijuana) to any person, including any employee, while either employee or both employees are on duty;
- Notify their supervisor, before beginning work, when having consumed alcohol or when taking any medications (prescription or non-prescription) or drugs (including

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

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

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

4. Management Responsibilities

Managers and supervisors are responsible for:

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

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

Section 16.9 Smoking Policy

The City and the Union agree to abide by Personnel Rule §18 which regulates smoking in the City workplace.

The City and the Union understand employees may not smoke in and around City owned premises (including areas typically closed to the public), public parks and other recreational facilities. Employees may not smoke in City owned vehicles. The City and the Union expressly agree any past practice which permitted smoking in any area or at any time prohibited by Personnel Rule §18 is null and void.

Smoke or smoking is defined as the burning of any form of tobacco, in a pipe, cigar, cigarette, or any other device used for the burning of tobacco or other similar combustible material, so that the person in possession thereof can inhale and exhale the smoke therefrom. This definition specifically includes vaping, electronic cigarettes, or any equivalent thereto.

Section 16.10 Tuition Reimbursement

Reimbursement eligibility for employees who have passed initial probation shall be in an amount not to exceed one thousand five hundred dollars (\$1,500) per fiscal year.

Reimbursement shall be subject to Personnel Rule §2.8, with the exception that tuition reimbursement shall allowed for courses provided by an accredited college, university, trade or vocational school and in a field in study reasonably related to the employee's duties or for the purpose of promotional opportunities.

Section 16.11 Lockers

Employees may be provided with a locker for their own personal convenience. An employee may or may not utilize the locker for storage and changing purposes at their own discretion.

ARTICLE 17 – DISCIPLINE

Section 17.1 Disciplinary Procedures

An employee who has completed initial probation may appeal disciplinary actions pursuant to Personnel Rule §14 except that the Personnel Commission's decision is binding upon the City.

Section 17.2 Written Warnings and Reprimands

Written warnings and reprimands shall not be subject to advisory arbitration. The final step of administrative appeal shall be the Executive Team. An employee shall have the right to attach a written rebuttal to any written warning or reprimand placed in their personnel file.

Section 17.3 Stale Discipline

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

ARTICLE 18 – GRIEVANCE PROCEDURES

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

Section 18.1 Definition

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

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

Section 18.2 Timelines

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

Section 18.3 Representation

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

Section 18.4 Freedom from Reprisal

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

Section 18.5 Informal Resolution

Every effort shall be made to resolve a grievance through discussion between the employee and their immediate supervisor. Within fifteen (15) calendar days after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

The immediate supervisor shall respond, in writing, within (7) calendar days of the discussion with the grievant. If the immediate supervisor does not respond within such time limit the grievant shall be entitled to process the grievance to the next step.

Section 18.6 Step One – Division Head Review

If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) calendar days from the date of receiving the written response from their supervisor, request and be granted an interview with the division head, if one exists, in order to discuss the grievance.

The division head shall schedule an interview within five (5) calendar days of the grievant's request. After the interview, the division head shall respond, in writing, within seven (7) calendar days of the interview with the grievant. If the division head does not respond within such time limit, the grievant shall be entitled to process the grievance to the next step.

Section 18.7 Step Two – Appointing Authority Review

If the division head and employee cannot reach a solution to the grievance, the employee may, within seven (7) calendar days from the date of receiving the written response from the division head, request, in writing, and be granted an interview with the appointing authority.

The appointing authority, or its representative, shall schedule an interview within five (5) calendar days of the grievant's request. The appointing authority shall render their decision in writing within fifteen (15) calendar days of receiving the appeal. If the appointing authority and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) calendar days from the date of the decision by the appointing authority, submit a written appeal to the Executive Team.

Section 18.8 Step Three – Executive Team Review

The Executive Team shall review the grievance and respond to the employee within twenty (20) calendar days of receiving the appeal. The response shall be in writing and will be considered an expression of management's viewpoint. This shall be the final administrative state of review.

After a decision has been made at the Executive (final level of review), which is determined to be unfavorable to the grievant, the City and Union shall agree to utilize Conflict Mediation Services prior to Binding Arbitration to resolve the issues and agree to share the cost of mediation services if free services are either unavailable or not available within a reasonable time frame of less than two months from the date of the appeal.

Section 18.9 Step Four – Binding Arbitration

Arbitration shall be conducted as follows:

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

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

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

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

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

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

Section 19.0 Conflict/Resolution Mediation Services

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

is the best option for addressing the conflict, agreement from the Department Head and Human Resources would be necessary prior to utilizing the services.

APPENDIX A – SALARY SCHEDULES

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

EXECUTION OF THE NEW MOU

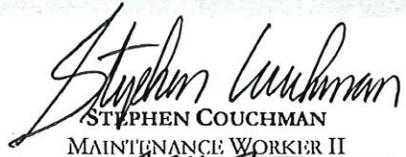
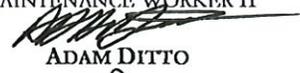
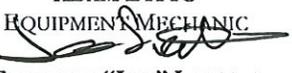
On December 8, 2021, this MOU was ratified by simple majority vote of unit employees who are in classifications represented by the Union.

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

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

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

AUTHORIZED SIGNATORIES TO THE MEMORANDUM OF UNDERSTANDING

<i>SEIU Local 721</i>	<i>City of Baldwin Park</i>
 STEVE KOFFROTH, CHIEF NEGOTIATOR SEIU LOCAL 721	 12/15/21 EMMANUEL ESTRADA MAYOR
 STEPHEN COUCHMAN MAINTENANCE WORKER II	ENRIQUE ZALDIVAR, CHIEF NEGOTIATOR CHIEF EXECUTIVE OFFICER
 ADAM DITTO EQUIPMENT MECHANIC	LAURA J. THOMAS HUMAN RESOURCES MANAGER
 GIUSEPPE "JOE" LICITRA SENIOR EQUIPMENT MECHANIC	ROSE TAM FINANCE DIRECTOR
MARIO MEDINA MAINTENANCE WORKER II 