

RESOLUTION NO. 2022-057

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK
APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF BALDWIN
PARK AND THE BALDWIN PARK CITY EMPLOYEES' ASSOCIATION (CEA)**

WHEREAS, the City of Baldwin Park and the City Employees' Association ("Association") previously entered into a Memorandum of Understanding for the period of July 1, 2021 through June 30, 2024 which set forth the wage, hours and other terms and conditions of employment for employees represented by the Association; and

WHEREAS, as a result of the City's need to implement a revised work schedule for those employees assigned to the classifications of Community Enhancement Officer and Community Enhancement Supervisor; and as a result of the City's need to periodically designate an Association member to serve in a lead capacity for a limited duration, the City met and conferred in good faith to negotiate an Agreement as defined in the Side Letter Agreement, marked as Exhibit "A" and incorporated within this Resolution; and

WHEREAS, the current Memorandum of Understanding between the City of Baldwin Park and the City Employees' Association shall remain in full force and effect with the Side Letter Agreement serving as an addendum to the current Memorandum of Understanding; and that the Side Letter Agreement shall remain effective through the end of the term of the current MOU, June 30, 2024, or sooner should the City determine that it is in the City's best interest to disband the newly adopted "B" shift upon further study and evaluation as to its effectiveness.

WHEREAS, this approval and adoption of this Resolution shall enact the new terms and conditions of employment and related employee compensation as defined within Exhibit "A" retroactively effective October 7th, 2022.

NOW, THEREFORE, the City Council of the City of Baldwin Park does hereby RESOLVE, DETERMINE AND ORDER as follows:

SECTION 1. That the City Council does hereby approve the Resolution adopting the SIDE LETTER AGREEMENT attached hereto as Exhibit "A."

SECTION 2. That all Resolutions or portions thereof or any previous contract or agreement in conflict herewith are hereby repealed and superseded by the attached Exhibit "A".

SECTION 3. That the City Clerk shall forward a copy of this resolution to the Human Resources Manager and certify to the adoption of this Resolution.

SECTION 4. That this Resolution shall go into effect retroactively on October 7th, 2022, upon adoption.

APPROVED AND ADOPTED THIS 19th day of October, 2022.



Emmanuel J. Estrada,
MAYOR

ATTEST:

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } **ss.**
CITY OF BALDWIN PARK }

I, Shirley Quiñones, Chief Deputy City Clerk of the City of Baldwin Park, do hereby certify that the foregoing **Resolution No. 2022-057** was duly and regularly approved and adopted by the City Council of the City of Baldwin Park at its regular meeting of the **19th day of October, 2022**, by the following vote:

AYES: Estrada, Avila, Garcia, Hernandez, Damian

NOES: N/A

ABSTAIN: N/A

ABSENT: N/A



Shirley Quiñones,
Chief Deputy City Clerk

EXHIBIT "A"

**SIDE LETTER OF AGREEMENT
BETWEEN THE CITY OF BALDWIN PARK AND THE
BALDWIN PARK CITY EMPLOYEES' ASSOCIATION (CEA)**

This Side Letter of Agreement ("Agreement") is made and entered into on October 19th, 2022, by and between the City of Baldwin Park, a municipal corporation ("City"), and the City of Baldwin Park City Employees' Association (CEA); an employee organization (the "Association"). City and Association are sometimes hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the City has recognized and continues to recognize the Association as the duly recognized employee organization for its members employed by the City in an employee unit, recognized as the City of Baldwin Park City Employees' Association (CEA).

WHEREAS, the City and Association previously entered into a Memorandum of Understanding for the period of July 1, 2021 through June 30, 2024 which set forth the wage, hours and other terms and conditions of employment for employees represented by the Association;

WHEREAS, as a result of the City's need to implement a revised work schedule for those employees assigned to the classifications of Community Enhancement Officer and Community Enhancement Supervisor; and as a result of the City's need to periodically designate an Association member to serve in a lead capacity for a limited duration, the City met and conferred in good faith to negotiate this Agreement, and have jointly prepared and executed this Agreement;

WHEREAS, the Parties seek to have this Agreement serve to memorialize their understanding regarding the City's proposed revised work schedule and lead capacity designation;

WHEREAS, this Agreement shall not become effective until ratified by the impacted Association Members, and accepted, approved, and adopted by the City of Baldwin Park City Council.

NOW, THEREFORE, and in consideration for the promises, waivers and releases contained herein, the Parties agree as follows:

TERMS

1. All of the recitals listed above are material provisions of this Agreement and are deemed true and correct by the Parties and incorporated herein by this reference.
2. The Association MOU, Article V, Compensation and Salaries, shall be amended to reflect the following new sections:
 - I. Shift Differential: Community Enhancement Officers and Community Enhancement Supervisors assigned to work the "B" Shift comprised of any Friday or Saturday work schedule, shall receive an additional five percent (5%) for those weekend hours actually worked. Such special compensation is considered reportable for both Classic and PEPRA members in accordance with CalPERS' Compensation Reportable Table. The City reserves the right to discontinue the "B" shift and associated special compensation upon further evaluation of the effectiveness of the schedule.
 - J. Lead Pay: Upon approval by the CEO, Department Directors/Managers may grant a temporary five percent (5%) salary increase when assigning lead duties and responsibilities to employees. Such increase is only temporary, and for no longer than a six (6) month period of time. Such special compensation is not considered reportable for both Classic and PEPRA members hired after January 1, 2013, in accordance with CalPERS' Compensation Reportable Table.
3. The Association MOU, Article VI, Hours, shall be amended to reflect the following new provisions, specific to employees within the classifications of Community Enhancement Officer and Community Enhancement Supervisor:
 - B. Hours of Work

Employees assigned to Community Enhancement Officer and Community Enhancement Supervisor classifications shall work an on-going rotating schedule of two (2) pay periods on "A" shift followed by two (2) pay periods on "B" shift. The "A" shift shall consist of a regular Monday through Thursday 4/10 schedule from 7:30 a.m. to 6:00 p.m. The "B" shift shall consist of a 4/10 Wednesday through Saturday schedule, with Wednesday and Thursday hours from 7:30 a.m. to 6:00 p.m.; and Friday and Saturday weekend hours from 9:30 a.m. to 8:00 p.m. The City reserves the right to discontinue the "B" shift upon further evaluation of the effectiveness of the schedule. Employees assigned to the "B" shift shall be required to request planned time off with a minimum of forty-eight (48) hours' notice for scheduling and coverage purposes.

F. Holidays

"A" Shift - Employees assigned to Community Enhancement Officer and Community Enhancement Supervisor classifications who are assigned to work the "A" shift, with a Monday through Thursday schedule, shall observe holidays in the same manner and practice as all other employees covered by the CEA MOU.

"B" Shift - Employees assigned to Community Enhancement Officer and Community Enhancement Supervisor classifications who are assigned to work the "B" shift, with a Wednesday through Saturday schedule, shall observe holidays that fall on a Friday or Saturday, on the actual holiday. For example, if New Year's Day falls on a Saturday, "B" shift employees shall take that day off.

4. The provisions defined above shall become effective retroactively to October 7th, 2022, and remain effective through the end of the term of the current MOU, June 30, 2024, or sooner, should the City determine that it is in the City's best interests to disband the newly adopted "B" shift upon further study and evaluation as to its effectiveness.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers hereunto duly authorized.

CITY OF BALDWIN PARK:

By: _____

Emmanuel J. Estrada, Mayor

Dated: _____

**BALDWIN PARK CITY EMPLOYEES'
ASSOCIATION:**

By: _____

Mike Salas, Representative

Dated: _____

By: _____

Carlos Almendarez, Representative

Dated: October 13, 2022

F. Holidays

"A" Shift - Employees assigned to Community Enhancement Officer and Community Enhancement Supervisor classifications who are assigned to work the "A" shift, with a Monday through Thursday schedule, shall observe holidays in the same manner and practice as all other employees covered by the CEA MOU.

"B" Shift - Employees assigned to Community Enhancement Officer and Community Enhancement Supervisor classifications who are assigned to work the "B" shift, with a Wednesday through Saturday schedule, shall observe holidays that fall on a Friday or Saturday, on the actual holiday. For example, if New Year's Day falls on a Saturday, "B" shift employees shall take that day off.

4. The provisions defined above shall become effective retroactively to October 7th, 2022, and remain effective through the end of the term of the current MOU, June 30, 2024, or sooner, should the City determine that it is in the City's best interests to disband the newly adopted "B" shift upon further study and evaluation as to its effectiveness.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers hereunto duly authorized.

CITY OF BALDWIN PARK:

By: 
Emmanuel J. Estrada, Mayor

Dated: 6/7/23

BALDWIN PARK CITY EMPLOYEES'
ASSOCIATION:

By: 
Mike Salas, Representative

Dated: 10-13-22

By: 
Carlos Almendarez, Representative

Dated: October 13, 2022

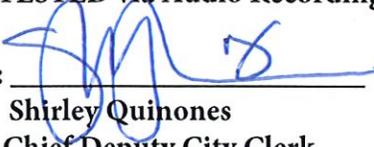
Side Letter Agreement Between the City of Baldwin Park
and the Baldwin Park City Employees' Association

ATTESTED:

By: _____

Marlen Garcia, City Clerk

ATTESTED via Audio Recording of the October 19, 2022 Regular Meeting of the City Council.

By:  _____
Shirley Quinones
Chief Deputy City Clerk

Dated: 04/05/2023