

STAFF REPORT



TO: Honorable Mayor and Members of the City Council

FROM: Enrique C. Zaldivar, Chief Executive Officer
Ron Garcia, Director of Community Development

DATE: October 19, 2022

SUBJECT: Adopt a Resolution Approving Side Letter Agreement between the City of Baldwin Park and the Baldwin Park Employees' Association (CEA)

SUMMARY

This action would adopt a resolution implementing a revised work schedule for those employees assigned to the classifications of Community Enhancement Officer and Community Enhancement Supervisor; and allow for temporary lead pay upon the approval by the CEO, Department Directors/Managers as a result of the City's need to periodically designate an Association member to serve in a lead capacity.

RECOMMENDATION

Staff recommends that the City Council approve and adopt Resolution No. 2022-057 and the Side Letter of Agreement between the City of Baldwin Park and Baldwin Park City Employees' Association (CEA) to become effective retroactively to October 7th, 2022, consistent with the commencement of the new work schedule.

FISCAL IMPACT

The total annual fiscal impact is estimated at \$2,656.25 for the Shift Differential. No additional appropriation is requested, and the department will absorb the additional cost within its current budget. There is no projected cost at this time for the future use of the lead provision, and the associated costs will be absorbed by the department.

BACKGROUND

In March of this year, due to the urgent operational need to provide tighter enforcement of illegal sidewalk vending, along with an educational campaign on how vendors can secure permits, work schedules for the Community Enhancement Officers and Supervisor were changed for a six-month period. Thereafter, scheduling needs of the officers would be evaluated based on the effectiveness of the program. Management determined the enforcement efforts of illegal sidewalk vending and educational outreach opportunities was not only effective in curtailing illegal vendors, but also provided a presence in the community on the weekend to respond to various enforcement matters.

In September, Management met with the Baldwin Park City Employees' Association who represent the Community Enhancement Officers and Supervisor and agreed to a Side Letter Agreement to the MOU modifying the work schedule for the Community Enhancement Officers and Supervisor. The modified Community Enhancement Officers and Supervisor Work Schedule will include two (2) rotating schedules of two (2) pay periods on "A" shift, followed by two (2) pay periods on "B" shift. "A" shift consists of a regular Monday through Thursday 4/10 schedule from 7:30 a.m. to 6:00 p.m. "B" shift consists 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.

Additionally, the City discussed with the City Employees' Association the need to periodically designate an Association member to serve in a temporary lead capacity. Typically, this would apply in those cases where an Acting or Interim Assignment is not necessary, and in which full supervision is not necessary. Rather, a lead employee may assist with oversight of functions of the work unit, assign work to others, monitor work, train others, and make decisions within appropriate levels of authority granted. A lead employee continues to perform the work of their current classification, in addition to leading others within the work unit.

The attached Resolution and Side Letter Agreement would:

- Create a Shift Differential of an additional five percent (5%) for weekend hours worked comprised of any Friday or Saturday work schedule specifically for increase Community Enhancement Officers and Supervisors.
- Create a new Lead Pay provision of an additional 5%, which temporary salary increase shall be limited to six months, and shall be upon the recommendation of Department Directors/Managers and approval by the CEO.
- Allow the City to continue to monitor and evaluate the effectiveness of the new work schedule and disband the new schedule prior to the end of the term of the MOU at management's discretion.
- Implement the new pay provisions retroactively effective October 7th, 2022.

ALTERNATIVES

City Council may decide not to approve this Staff Report.

LEGAL REVIEW

Council could provide staff alternative or direction to negotiate further.

ATTACHMENT

1. Resolution No. 2022-057
2. Side Letter

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, Marlen Garcia, 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: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Marlen Garcia,
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 PEPRAs 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 PEPRAs 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:

**BALDWIN PARK CITY EMPLOYEES'
ASSOCIATION:**

By: _____


Emmanuel J. Estrada, Mayor

By: 

Mike Salas, Representative

Dated: _____

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