

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO POLICE OFFICERS' ASSOCIATION



FOR JULY 1, 2023 THROUGH JUNE 30, 2024

TABLE OF CONTENTS

Page

PREAMBLE	1
ARTICLE I IMPLEMENTATION	1
Section A. TERM	1
Section B. RECOGNITION	1
Section C. PROVISIONS OF LAW AND SEVERABILITY CLAUSE	1
Section D. INCORPORATION OF CITY CODE, RULES, AND POLICIES	1
Section E. CITY DEDUCTIONS AND DUES	2
Section F. EMPLOYEE LISTS	2
Section G. FULL UNDERSTANDING, MODIFICATION AND WAIVER	2
ARTICLE II COMPENSATION	2
Section A. SALARY INCREASES	2
Section B. DETECTIVE/TRAFFIC PAY	2
Section C. UNIFORM ALLOWANCE	3
Section D. ON-CALL COURT TIME	3
Section E. DETECTIVE CALL OUT	3
Section F. MANDATORY IN-PERSON TRAINING MINIMUM HOURS	3
Section G. MILITARY SERVICE INCENTIVE	3
Section H. HEALTH AND WELLNESS STIPEND	3
ARTICLE III RETIREMENT	4
Section A. CALPERS RETIREMENT TIERS	4
Section B. EMPLOYEE CALPERS CONTRIBUTIONS TO CALPERS	4
Section C. MILITARY SERVICE CREDIT AS PUBLIC SERVICE	5
Section D. LEVEL THREE SURVIVOR BENEFIT	5
ARTICLE IV POST RETIREMENT BENEFITS	5
Section A. RETIREE HEALTH BENEFITS	5
Section B. TRUST ACCOUNT	6
ARTICLE V LEAVE BANKS	7
Section A. FROZEN ANNUAL LEAVE	7

Section B.	VACATION LEAVE ACCRUALS.....	7
Section C.	SICK LEAVE ACCRUALS.....	8
Section D.	HOLIDAY BANK.....	10
Section E.	COMPENSATORY TIME OFF (CTO) BANK.....	11
ARTICLE VI	MISCELLANEOUS PROVISIONS.....	11
Section A.	MONTEBELLO POLICE DEPARTMENT SWORN PERSONNEL ROTATION POLICY..	11
Section B.	CHANGE IN SCHEDULE & BEAT MINIMUMS.....	11
Section C.	FINANCIAL DISCLOSURE.....	12
Section D.	WORK SCHEDULES.....	12
Section E.	WORK PERIOD AND OVERTIME.....	12
Section F.	RANDOM TESTING.....	12
Section G.	MANAGEMENT RIGHTS.....	12
Section H.	SHARED AGREEMENT CLAUSE.....	13
ARTICLE VII	EFFECTIVE DATE AND TERM OF AGREEMENT.....	13
APPENDIX A	CITY POLICY – BILINGUAL PAY.....	15
APPENDIX B	CITY POLICY – BEREAVEMENT LEAVE	1
APPENDIX C	CITY POLICY – LONGEVITY PAY.....	17
APPENDIX D	CITY POLICY – EDUCATIONAL REIMBURSEMENT PROGRAMS.....	31
APPENDIX E	CITY POLICY – EMPLOYEE COMPENSATION AND BENEFITS.....	33
APPENDIX F	CITY POLICY – EDUCATION INCENTIVE PAY.....	39
EXHIBIT A	SEPTEMBER 2020 SIGNED ROTATION AGREEMENT	
EXHIBIT B	2023 STAFFING LEVELS	

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello (“City”) have met and conferred in good faith with representatives of the Montebello Police Officer's Association (“MPOA”), and have agreed to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this comprehensive MOU by majority vote of the MPOA membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution No. 22-37 adopted by the City Council on June 8, 2022, except as otherwise modified herein, existing wages, hours and other terms and conditions for employment shall remain in full force and effect.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered. One (1) year. From 7/1/2023 to 6/30/2024.

SECTION B RECOGNITION

The MPOA is the exclusive representative of the employees in the classifications of Police Officer, Police Corporal, and Police Sergeant bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for MPOA members as well as modifications of existing City codes, rules, and policies.

Incorporation of prior MOU references to City codes, rules, and policies have been adopted during “**Meet and Confer**” sessions and shall be considered adopted by reference in this MOU, specifically the following City policies which are attached as appendices to the MOU:

- a. 2.060.590 Bilingual Pay
- b. 2.060.565 Bereavement Leave
- c. 2.060.227 Longevity Pay
- d. 2.060.517 Educational Reimbursement Programs
- e. 2.060.504 Employee Compensation and Benefits
- f. 2.060.528 Education Incentive Pay

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to deduct MPOA membership dues as authorized by State law.

SECTION F EMPLOYEE LISTS

The City will provide the MPOA with the necessary contact information about bargaining unit members to allow the MPOA to conduct association business on behalf of those members.

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum to promote and provide for harmonious relations, cooperation and understanding between management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum memorializes the terms and conditions for MPOA members as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU.

ARTICLE II – COMPENSATION

SECTION A SALARY INCREASE

The City shall increase the base salary of all MPOA members (whether CalPERS Classic members or CalPERS PEPRA members) as follows:

- a). Effective the first full pay period after July 1, 2023, base pay for each classification will be increased by seven and a half percent (7.5%).

Position	New Range Number	New Annual Salary Range
Police Officer	41	\$89,359-\$111,597
Police Corporal	44	\$96,230-\$120,178
Police Sergeant	51	\$114,387-\$142,854

Annual performance increases will remain on schedule for MPOA members who meet department expectations in their performance evaluation. Employees who achieve a satisfactory evaluation will generally receive a two-step increase. Any deviation down from the 2-step increase shall be justified in writing and be approved by the Chief of Police, or designee. Any increase beyond two (2) steps must be approved by the City Manager.

SECTION B DETECTIVE/TRAFFIC PAY

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

Effective July 1, 2013, employees with a ranking of Sergeant and below who are working in the Detective Bureau, or Investigative Traffic Bureau, shall be paid Incentive Pay in an amount equal to three percent (3%) of his or her base salary.

SECTION C UNIFORM ALLOWANCE

During the second pay period in August of each year, the City shall provide all employees an annual uniform allowance of nine hundred and fifty dollars (\$950).

SECTION D ON-CALL COURT TIME

A three (3) hour minimum shall be provided for "on-call" subpoenas on an employee's regular day off. The existing four (4) hour minimum for court appearances on an employee's regular day off remains in effect. Employees shall not be eligible for reimbursement for mileage incurred traveling to and from court in a personal vehicle related to reporting to subpoenas and court appearances.

SECTION E DETECTIVE CALL OUT

Police officers designated as detectives who are called on their day off shall be guaranteed a minimum of four (4) hours compensation regardless of the actual number of hours called out effective July 2, 1989.

SECTION F MANDATORY IN-PERSON TRAINING MINIMUM HOURS

With prior approval by the Police Chief, MPOA members subject to mandatory, in-person shooting range hours and/or training, in-service training, or other trainings as designated by the Police Chief or his/her designee, on a regular day off (RDO) shall be guaranteed a minimum of three (3) hours compensation.

MPOA members will be paid overtime at the rate of 1.5 times the member's base salary plus incentives in accordance with the Federal Fair Labor Standards Act (FLSA) guidelines.

SECTION G MILITARY SERVICE INCENTIVE

The City agrees to provide MPOA members currently serving in an official branch of the federal or state armed services or have been honorably discharged from an official branch of the federal or state armed services, an additional two hundred fifty dollars (\$250) per month. This incentive will be added to the members' pay effective the first of the month following submission and approval of verifiable documentation.

The incentive is not considered Special Compensation under the California Public Employees Retirement System (CalPERS) guidelines; therefore, it cannot be used when calculating retirement.

SECTION H HEALTH AND WELLNESS STIPEND

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide MPOA members with a one-time stipend aimed at encouraging the health and wellness of the member in the amount of twenty-four hundred dollars (\$2,400).

The stipend will be paid once on the second (2nd) paycheck in February. The members will have the option to elect that the stipend be converted to the City's deferred compensation 457 plan.

The incentive is not considered Special Compensation under the California Public Employees Retirement System (CalPERS) guidelines; therefore, it cannot be used when calculating retirement.

ARTICLE III – RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member," as defined by the Government Code, which define prescribe the employee contribution/cost sharing as follows:

Retirement Tier 1: Employees hired prior to January 1, 2013, or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § § 7533, et seq. These employees are also referred to as "Classic CalPERS Members."

The current retirement formula is 3% at 50.

Retirement Tier 2: Employees hired on or after January 1, 2013, and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members."

The current retirement formula is 2.7% at 57.

SECTION B EMPLOYEE CALPERS CONTRIBUTIONS TO CALPERS

A. CalPERS Classic Members (as defined by CalPERS):

CalPERS Classic members pay the nine percent (9%) employee contributions toward their CalPERS pension. Each CalPERS Classic member shall also contribute an additional three percent (3%) of the employee member contribution of pensionable income to CalPERS for a total obligation by each CalPERS Classic member of twelve percent (12%). The City shall no longer make contributions towards the employee member contribution to CalPERS for any CalPERS Classic MPOA members.

B. CalPERS (PEPRA) Members (as defined by CalPERS):

New CalPERS (PEPRA) members, including each newly hired member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

and regularly adjusted by CalPERS). The current normal cost obligation for each PEPRA member is twelve and one-quarter percent (12.25%). The normal cost obligation, effective July 1, 2023, is thirteen and one-half percent (13.5%), with potential mandated adjustments thereafter as determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

SECTION C MILITARY SERVICE CREDIT AS PUBLIC SERVICE

The City's contract with the Public Employee's Retirement System includes Section 21024 – Military Service Credit as Public Service.

SECTION D LEVEL THREE SURVIVOR BENEFIT

The City pays the monthly cost of the Level Three Survivor Benefit.

ARTICLE IV – POST-RETIREMENT BENEFITS

SECTION A RETIREE HEALTH BENEFITS

A. Full-time active MPOA safety members hired prior to June 26, 2019.

The City agrees to continue providing the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the Memorandum of Understanding between the City and MPOA for the 2003-2004 negotiations to all full-time MPOA members hired prior to June 26, 2019. The terms and eligibility requirements remain as follows:

- 1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime. Currently, continuation of benefits after a member's eligibility for Medicare is paid for the employee only (not to survivors) through a Trust Account to which the City currently contributes one percent (1%) of the member's salary. Should the Trust assets, at any fiscal year end, be less than three times the current annualized benefits due, the City and MPOA shall meet and confer.
- 2) The Retiree Health Benefit will not apply to the employee's survivors.
- 3) To be eligible, the member must:
 - a) be currently employed as an active full-time safety member of the MPOA.
 - b) be at least 50 years of age (no minimum age requirement for disability retirement).
 - c) retire directly from the City.

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

d) have at least fifteen (15) full-time years of active City service at the time of service retirement. The 15 years do not have to be the result of contiguous employment however, the employee's last five years of employment immediately prior to retirement must be as an active, full-time employee of the City, or at least ten (10) full years of active City service at the time of disability retirement. To be eligible for lifetime retiree medical benefits, all fifteen (15) years of service (ten [10] years for disability retirement) must be within the City. Prior lateral service does not count toward retiree health benefits.

4) The monthly retiree benefit will be determined by the number of full years of City service multiplied by twenty-five dollars (\$25.00). The maximum benefit allowable will be calculated at twenty-five (25) years of active City service. The retiree benefit for qualified disability retirement will be calculated in the same manner as for service retirements. Examples of calculations are as follows: fifteen (15) years of City service multiplied by \$ 25.00 = \$375 per month; twenty-five (25) years of City service multiplied by \$25.00 = \$625 per month, which is the maximum benefit allowable.

5) The monthly amount payable will be reduced by any amount paid by the City on the retiree's behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.

6) The retiree will begin receiving the monthly retiree benefit beginning the month following one full month of retirement. The retiree benefit will be paid throughout the retired employee's lifetime or until the employee qualified for Medicare under the federal Social Security Act.

7) The City will issue a warrant to the retired employee on a monthly basis for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion.

B. Full-time members hired on or after June 26, 2019:

All full-time members hired on or after June 26, 2019, shall only, commencing the month following one full month of retirement and continuing through the period prescribed by law, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan in order for the City to be obligated to pay the prescribed premium.

SECTION B TRUST ACCOUNT

The City has established a trust account to be used toward the cost of healthcare coverage for eligible retired members after qualification for Medicare. The City shall contribute one percent (1%) of regular salaries, not including overtime, to be deposited per payroll cycle. Benefits will continue after Medicare eligibility at the same level as pre-Medicare eligibility. The benefit will be paid throughout the employee's lifetime and will not apply to the employee's survivors. The one percent (1%) salary contribution will be counted

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

toward total compensation for purposes of salary survey comparisons.

If trust assets, at any fiscal year end, are less than three (3) times the current annualized benefits due, the City will meet and confer with the MPOA.

ARTICLE V – LEAVE BANKS

SECTION A FROZEN ANNUAL LEAVE BANK

Employees have the option of converting previously accrued Annual Leave to cash on an hour for hour basis so long as the employee makes an election before December 31st of each calendar year to receive the cash out in the following year. The maximum cash out of Annual Leave is 240 hours and shall be paid out at the employee's current base rate of pay plus incentives.

Annual Leave can be used as time off upon approval by the Director/Chief based on the needs of the department.

Upon separation from the City, the remaining Annual Leave hours will be paid out to the employee at the member's current base rate of pay.

SECTION B VACATION LEAVE ACCRUALS

1. Accrual and Cap: Employees covered under this MOU shall accrue Vacation Leave and shall have a maximum vacation accrual cap in the amounts listed below. Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.

YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
0 – 2 yrs. (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs. (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs. (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs. (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs. (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs. (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs. – 19 yrs. (157 months 228 months)	6.15 hours	160 hours	320 hours

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

20 yrs.	7.69 hours	200 hours	336 hours
---------	------------	-----------	-----------

1. Cash Out of Vacation Leave: Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours in the following calendar year. The accrued Vacation Leave affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January. Vacation Leave shall be paid out at the member's current base rate of pay.

All members with a minimum of eighty (80) hours of Vacation Leave may elect to cash out up to forty (40) hours annually. The annual optional election to either cash out or to convert up to forty (40) hours of Vacation Leave to the City's Deferred Compensation 457 plan shall be paid out at the member's current base rate.

2. Other Rules:

- An employee shall be eligible to take annual Vacation Leave during the same year it is earned. The City will update the CSR&R to reflect this change during the term of this MOU. *City agrees to amend this Rule when CSR&Rs are updated.*
- Accrued Vacation Leave will be paid out at separation at the employee's current base rate of pay.
- Vacation hours will be considered hours worked when computing overtime.
- *Employees will be allowed to take Vacation Leave during the first six (6) months of employment. The City will update the CSR&Rs to reflect this change during the term of this MOU.*

SECTION C SICK LEAVE ACCRUALS

1. Accrual and Cap: Employees covered under this MOU shall accrue Sick Leave and shall have a maximum Sick Leave accrual cap in the amounts listed below.

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	SOFT ACCRUAL CAP
3.692	96	1040

2. Sick Leave shall not be granted prior to ninety (90) days of employment.
3. Sick Leave may be allowed for:
 - Personal illness or injury of the employee.

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

- Authorized Emergency Leave: Serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the employee's residence (in accordance with Labor Code §§ 233).
- Where an employee which is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230 (c) and 230.1 (a).
- Cases of quarantine.
- Where exposure to contagious diseases would endanger the health of other employees.

4. Other rules:

- Sick Leave may be taken in increments of one-half (1/2) hour or more.
- Sick Leave may not be used for disapproved Vacation Leave.
- For absences of over two (2) days, a medical certificate from a qualified physician may be required.
- To receive compensation while absent on Sick Leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.
- Sick Leave hours will not be considered hours worked when computing overtime. When Sick Leave hours are used, any overtime will be at the rate of 1.0.
- Sick Leave hours over the soft accrual cap of 1040 will be paid out at the rate of half (1/2) the current base rate of pay during the first (1st) pay period in January.
- After Sick Leave has been exhausted, employees may use accrued Vacation Leave.

5. SICK LEAVE CASH OUT AT SEPARATION:

Payout at separation based on years of service:

YEARS OF CONTINUOUS YEARS OF MONTEBELLO SERVICE	PAY OUT AT SEPARATION UP TO 720 HOURS BASED ON YEARS OF MONTEBELLO SERVICE
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

*The City will pay out the hours to the employee at the current base rate of pay.

SECTION D HOLIDAY BANK

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

In the pay period containing January 1st of each year, a holiday bank shall be established for each employee at the rate equivalent to the employee's work schedule for each full holiday in the calendar year.

Annual Holiday Bank

Holiday Hour Bank	Accrual/Cash Out
12 Holidays x # of regular shift hours	Automatic cash out second (2 nd) pay period in January of each calendar year

Shift Schedule	Annual Holiday Hours
4/10 Schedule	120 hours
3/12 & 8 Schedule	144 hours

Holidays

1. NEW YEAR'S DAY-January 1st
2. MARTIN LUTHER KING, Jr. DAY- Third Monday in January
3. PRESIDENT'S DAY-Third Monday in February
4. MEMORIAL DAY- Last Monday in May
5. JUNETEENTH- June 19th
6. INDEPENDENCE DAY-July 4th
7. LABOR DAY-First Monday in September
8. COLUMBUS DAY/INDEGINOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY-November 11th
10. THANKSGIVING DAY-Fourth Thursday in November
11. DAY AFTER THANKSGIVING- Fourth Friday in November
12. CHRISTMAS DAY-December 25th

Employees entering the MPOA during the calendar year shall have a pro-rated holiday bank established containing all designated holidays remaining in the calendar year following their effective date of hire or entry into the MPOA.

Employees changing bargaining units/work schedules will have their banks adjusted for the remaining holidays in the calendar year.

All employees in the MPOA work without regard to holidays. An employee whose regularly scheduled workday occurs on an observed holiday may request to use their holiday hours for the day off (for a Holiday that has already been observed), but the decision to approve or deny the request shall be at the discretion of management.

2. Cash Out of Accrued and Unused Holiday Hours

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

If an employee has not used all their holiday hours in the calendar year in which they are earned, they shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the base rate of pay plus incentives. This payment shall be made during the second (2nd) pay period in January of each calendar year. There shall be no carryover of any unused holiday hours from one (1) calendar year to another.

3. Employees Separating from the City

Employees who leave City employment shall be paid a pro-rata amount of unused holiday leave. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1st and the date of the employee's separation. The City will pay out the remaining hours to the employee at the current base rate of pay.

4. Other Rules:

Holiday hours will be considered hours worked when computing overtime.

To receive holiday pay, an employee shall work or have approved leave on his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday.

SECTION E COMPENSATORY TIME OFF (CTO) BANK

The maximum number of Compensatory Time Off (CTO) hours that may be accumulated by MPOA members is one hundred and twenty (120) hours. At separation, CTO hours will be paid out at the member's current base rate of pay.

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A MONTEBELLO POLICE DEPARTMENT SWORN PERSONNEL ROTATION POLICY

September 2020 signed Rotation Agreement attached as EXHIBIT A

SECTION B CHANGE IN SCHEDULE & BEAT MINIMUMS

The City adopted the patrol schedule that was developed as a collaborative effort between the MPOA and the Police Administration to meet the City's budgetary reduction requirements. The aforementioned patrol schedule is intended to reduce mandatory beat minimums and provide the optimum coverage possible with the current Table of Organization.

2023 Staffing Levels attached as EXHIBIT B

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

SECTION C FINANCIAL DISCLOSURE

Employees assigned to Detectives, both Adult and Juvenile, Narcotics and Intelligence Units shall be required to make financial disclosure under Government Code Section 3308. In addition, other employees who are placed in assignments in which there is the propensity for bribes or other improper inducements to be offered shall be subject to the financial disclosures required under Government Code Section 3308.

SECTION D WORK SCHEDULES

1. MPOA members may be assigned to the following work schedules dependent on organizational need.
 - a. 3/12 & 8 Work Schedule
 - b. 4/10 Work Schedule
2. Work schedule changes shall require a minimum of fourteen (14) calendar days' notice, except in the case of an emergency as determined by management.

SECTION E WORK PERIOD AND OVERTIME

The City has exercised its ability to take a statutory "7K" exemption for sworn police personnel. The work period for such employees shall be 14 days in length commencing on January 8, 1995, at 12:01 a.m. In determining an employee's eligibility for overtime compensation in a work period, all paid leave, except Sick Leave shall be included as actual hours worked. Although the Fair Labor Standards Act dictates overtime compensation for all hours worked over 86 in a 14-day work period, the City will provide overtime compensation for all hours worked, or deemed worked, over 80 in the work period.

SECTION F RANDOM TESTING

It is recommended that a program of random drug, including alcohol, testing be developed and implemented for Police Sergeants. The parties have agreed in concept and will work together to define the details of the program prior to implementation.

SECTION G MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this Agreement. The City has all rights to manage the City including the establishing of rules, directives and orders except those expressly waived by this Agreement. It is recognized that, except as expressly provided in this Agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees;

THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge; in compliance with POBR (Police Officer's Bill of Rights) and employment law; to make and enforce.

SECTION H SHARED AGREEMENT CLAUSE

Nothing in this Agreement shall limit the Parties' ability to mutually agree, in writing, to implement different terms than those provided in this Agreement.

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by the City Council. If adopted, the term of this MOU shall be for one (1) year. From 7/1/2023 to 6/30/2024.

 6/27/2023

Omar Rodriguez

Date

Montebello Police Officers' Association President

 6/27/23

Arlene Salazar

Date

Assistant City Manager



**City of Montebello, California
Policy & Procedures Manual**

2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

- A.** The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.
- B.** The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.
- C.** The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

- A.** Employees must submit in writing a request to test for Bilingual Pay.
- B.** Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.
- C. Testing:**
 - 1.** Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.
 - 2.** The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's

APPENDIX A



City of Montebello, California Policy & Procedures Manual

Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. Compensation: Compensation shall be based on Bargaining Unit agreements:

Prior to May 2022:

Bargaining Unit	Monthly Incentive
Montebello Firefighters' Association	\$100
Montebello Fire Management Association	\$100
Montebello Police Officers' Association	\$100
Montebello Police Management Association	\$100
Montebello Supervisors' Association	\$80
Montebello Mid-Management Association	\$70
Montebello City Employees' Association	\$80
Montebello Management Professionals' Association	\$80
Un-represented full-time	\$80

Effective July 1, 2022:

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$50.00 per month
- Writing - \$50.00 per month
- Reading - \$50.00 per month

APPENDIX A



City of Montebello, California Policy & Procedures Manual

- A. Staff currently receiving the bilingual incentive do not have to test again, unless they want to upgrade to the new three-pronged criteria and earn the increased compensation as outlined above.
- B. Bilingual incentive will be calculated into overtime compensation when applicable.
- C. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
- D. **Administration:** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/11/2022)



**City of Montebello, California
Policy & Procedures Manual**

2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

- A. "*Immediate family member*" shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including "Step" family members).
- B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, paid at the employee's current base rate of pay plus incentives, which will not be charged against their accrued annual or sick leave.
 - a. California Assembly Bill 1949 (AB 1949) requires employers to allow up to five (5) days of bereavement leave upon the death of a covered family member. The employees may use their leave banks for the additional days.
 - b. AB 1949 requires that the bereavement leave be completed within three (3) months of the date of death and specifies that the bereavement leave need not be taken consecutively.
- C. In the event more than one request for use of bereavement leave per annum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift shall be approved in accordance with AB 1949.
 - 1. In this event, the affected employee may utilize available and accrued leave, including sick leave.
 - 2. If the affected employee does not have sufficient accrued hours banked, they may be granted leave without pay.
- D. Part-time employees shall be granted bereavement leave, following the same

APPENDIX B



City of Montebello, California Policy & Procedures Manual

criteria established for full-time employees, in accordance with AB 1949.

Procedure

A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.

1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon the return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such a need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued and available leave, including sick leave, may be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours

APPENDIX B



**City of Montebello, California
Policy & Procedures Manual**

Montebello City Employees' Association	30 hours
Montebello Management Professionals Association	30 hours
Non Represented Full Time	30 hours

(Revised: 04/27/22; 04/26/2023)



**City of Montebello, California
Policy & Procedures Manual**

2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the amount agreed to for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full-time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full-time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit

APPENDIX C



City of Montebello, California Policy & Procedures Manual

member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive ten percent (10%) of

APPENDIX C



City of Montebello, California Policy & Procedures Manual

his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive thirteen percent (13%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full-time City MPMA unit service, an MPMA unit member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

MPMA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%

APPENDIX C



City of Montebello, California
Policy & Procedures Manual

20 years completed	13%
25 years completed	15%

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MFMA unit, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, fire captain, or fire battalion chief shall count toward years of longevity.

Effective the first (1st) full pay period after MOU adoption, Longevity pay shall consist of:

A. A (4%) base salary increase at the completion of five (5) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 10th year.

B. The (4%) base salary increase shall be increased to a (7%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 15th year.

C. The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time City of Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full-time City sworn personnel unit member service.

APPENDIX C



City of Montebello, California
Policy & Procedures Manual

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after MMMA ratification and City Council adoption of this MOU, each MMMA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty-five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-74, 2019 -2021 MOU]

MONTEBELLO SUPERVISORS' ASSOCIATION

APPENDIX C



**City of Montebello, California
Policy & Procedures Manual**

A. Beginning the first pay period after MSA ratification and City Council adoption of this MOU, each MSA unit member with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full-time service	1.5% base salary increase
After 15 years of full-time service	2.5% base salary increase
After 20 years of full-time service	3.5% base salary increase
After 25 years of full-time service	5.0% base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty-five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res. 19-46, 2019-2021 MOU]

MONTEBELLO POLICE OFFICERS' ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

APPENDIX C



City of Montebello, California Policy & Procedures Manual

a. For full-time City of Montebello employees who are in the MPOA as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA members who join the MPOA on or after July 1, 2019, without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full-time sworn police, police supervisory, or police management member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the fourth (4th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's fifth (5th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive two percent (2%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixth (6th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's tenth (10th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive four percent (4%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the

APPENDIX C



City of Montebello, California Policy & Procedures Manual

member's fifteenth (15th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive seven percent (7%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the sixteenth (16th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive ten percent (10%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

F. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21st) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the member's twenty-fifth (25th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA member shall receive thirteen percent (13%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

G. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPOA member's remaining years of full-time City MPOA service, an MPOA member shall receive fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the member's Base Salary.

APPENDIX C



City of Montebello, California
Policy & Procedures Manual

MPOA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

FULL-TIME NON-REPRESENTED EMPLOYEES

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION

A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

- After 10 years of full- time service 1. 5 % base salary increase
- After 15 years of full- time service 2. 5 % base salary increase
- After 20 years of full- time service 3. 5 % base salary increase
- After 25 years of full-time service 5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

APPENDIX C



**City of Montebello, California
Policy & Procedures Manual**

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty-five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

A. Effective the first (1st) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MEMA unit, all continuous service as an active, full-time City of Montebello employee, plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count toward years of longevity.

5-9 years of full-time service	\$730.38 monthly amount
10-14 years of full-time service	\$1,278.17 monthly amount
15-19 years of full-time service	\$1,825.96 monthly amount
20+ years of full-time service	\$2,373.75 monthly amount

B. At the completion of five (5) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 9th year.

C. At ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

D. At fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

E. At twenty (20) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

(Revised: 05/12/2021, 04/26/2023)

APPENDIX D



City of Montebello, California Policy & Procedures Manual

2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. **Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck.** The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

APPENDIX D



City of Montebello, California Policy & Procedures Manual

G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of \$1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of \$2,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

APPENDIX D



City of Montebello, California Policy & Procedures Manual

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 07/28/21)



City of Montebello, California Policy & Procedures Manual

2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

- A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.
- B. **TOTAL COMPENSATION PHILOSOPHY:** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:
 1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
 2. The City's total compensation package shall comply with all applicable state and federal laws.
 3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

APPENDIX E



**City of Montebello, California
Policy & Procedures Manual**

- C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

- A. **Compensation (Salary) Schedules:** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.
- B. **Benefits:** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

- a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code.

D. HEALTH INSURANCE CITY CONTRIBUTION

- a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION)
1 Party	Full coverage
2 Party	\$840.00
3 Party	\$1,090.00

- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:

APPENDIX E



City of Montebello, California Policy & Procedures Manual

- i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

- a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
- b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
- c. The monthly Medical Insurance Opt-Out incentive is \$350.00
- d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
- e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
- f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City's approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

APPENDIX E



**City of Montebello, California
Policy & Procedures Manual**

(Revised: 03/21/95; 07/28/21)

APPENDIX F



City of Montebello, California
Policy & Procedures Manual

2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
A.A. or Intermediate POST	\$425/month	1st full pay period after July 1, 2023
B.A./B.S. or Advanced POST	\$900/month	1st full pay period after July 1, 2023
	\$1,000/month	1st full pay period after July 1, 2024
	\$1,100/month	1st full pay period after July 1, 2025
Master's Degree	\$950/month	1st full pay period after July 1, 2023
	\$1,050/month	1st full pay period after July 1, 2024
	\$1,150/month	1st full pay period after July 1, 2025

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

<u>Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Supervisory Certificate	\$300/month	1st full pay period after July 1, 2023
Management Certificate	\$450/month	1st full pay period after July 1, 2023

APPENDIX F



City of Montebello, California Policy & Procedures Manual

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first pay period after MFMA ratification and City Council adoption of this MOU, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$ 250/ month for Firefighter 1 Certificate or AA/AS or 60 units
- B. \$ 400/ month for Firefighter II Certificate or BA/ BS or 120 units
- C. \$ 600/ month for Company Officer Certificate

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Basic POST	\$150/month (upon completion of probation)	1 st full pay period after July 1, 2023
A.A. or Intermediate POST	\$500/month	1 st full pay period after July 1, 2023
B.A./B.S. or Advanced POST	\$1,000/month	1 st full pay period after July 1, 2023
Master's Degree	\$1,050/month	1 st full pay period after July 1, 2023
Supervisory	\$300/month	1 st full pay period after July 1, 2023

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of education incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental education incentive pay for those employees that possess a supervisory POST certificate in the amount of \$300/month. This supplemental education incentive pay for possessing a supervisory POST certificate shall be in addition to any education incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

The City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

APPENDIX F



City of Montebello, California
Policy & Procedures Manual

- A. \$250/month for Firefighter I Certificate or AA/AS or 60 units
- B. \$400/month for Firefighter II Certificate or BA/BS or 120 units
- C. \$600/month for Company Officer Certificate

The aforementioned education incentives shall not be stackable. The unit member is entitled to a maximum of one education incentive at a time.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION
MONTEBELLO MID-MANAGEMENT ASSOCIATION
MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION
UNREPRESENTED FULL-TIME EMPLOYEES

Full-time employees in the MCEA, MMMA, MSA, MMPA AND Unrepresented Full-time employees will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

Employees in the MEMA group will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

(Revised: 08/08/2022; 04/26/2023)

Montebello Police Department

Rotation Agreement

Law Enforcement Experience

In order to test for the Corporal position officers shall have at least four (4) consecutive years of experience as full-time sworn Police Officers in the State of California. Lateral entry Officers shall have at least two (2) years of experience with the Montebello Police Department. All candidates must meet requirements set forth by the Montebello Civil Service Rules and Regulations and the City Personnel Department.

Evaluation rating Requirement

In order to test for the Corporal position, Officers must maintain a performance evaluation of 6.5 (above standard) overall rating on their most recent performance evaluation at the time of testing. Additionally minimum ratings shall be maintained in the following categories as follows:

1. Job Capacity	6.5
2. Job Accomplishment	6.5
3. Acceptance of Responsibility	6.5
4. Work Attitude and habits	6.5 (in areas A-D)
5. Human Relations	6.5
6. Public Impression Qualities	6.5
7. Judgment	6.5
8. Executive Ability Supervisory Qualities	6.5
9. Writing Ability and Oral Expression	6.5
Overall Evaluation	6.5

Testing Process

The Employee Relation Department from the City of Montebello shall administer the testing process. The Corporal test shall be administered on an as needed basis. The process shall be divided into parts, a written and oral examination.

APPENDIX A
Montebello Police Department

Rotation Agreement

The Written Test

The written promotional examination shall be selected and administered by the City Personnel Department. The content shall be relative to the Corporal position.

The Oral Examination

Only those Officers who pass the written test will be allowed to proceed to the oral examination phase. The oral interview shall be conducted and scored by raters from law enforcement agencies other than Montebello.

Selection Process

The Corporal selection shall utilize the same civil services rules that apply to the ranks of Sergeant, Lieutenant and Captain. The eligibility list shall be established based on an average of the applicant's scores in both examinations. A certified eligibility list shall be provided to the Chief of Police. The Chief of police can promote any Officer from the eligibility list.

Corporal Supervision

The Corporal Program shall be supervised and managed by the Sergeant or Lieutenant assigned that collateral duty by the Chief of Police. Direct supervision of and performance evaluations for each Corporal shall be the responsibility of the Corporal's immediate supervisor.

Corporal Expectation

Regardless of assignment, Corporals will be required to take on a leadership role. They will be expected to lead by example, to develop, train and motivate the other Officers they work with. Corporals will learn to be innovative problem solvers and excellent communicators. They shall understand, practice and support the organizational mission and values of the Montebello Police Department. They shall accept responsibility for a wide range of duties and strive to be advocates for both the department and the community.

Corporal Duties and Responsibilities

In addition to all general law enforcement duties and responsibilities required of a Police Officer, all Corporals shall also be required to perform the following duties delegated to them by a supervisor:

Montebello Police Department

Rotation Agreement

1. Field Training Officer (FTO)
2. Acting Sergeant
3. Direct and/or supervise the work of other police personnel
4. Conduct use of force investigations
5. Crime scene preservation and processing
6. Direct or facilitate in-service training for their unit or team
7. In the absence of a supervisor, take charge of incidents that require supervision
8. Organize and participate in neighborhood watch and community problem solving meetings
9. Develop, implement and direct problem solving strategies geared towards addressing crime problems and quality of life issues

The senior Corporal on each patrol shift may assume the role of the Field supervisor in the absence of a shift Sergeant. The senior Corporal in specialized units, General Detectives, Narcotic Bureau and traffic Bureau shall assume the role of unit supervisor in the absence of a regular supervisor.

Eligibility for Transfer

Corporals requesting transfers to a specialized unit shall have successfully passed his/her probation period of six months as a Corporal.

Corporals/Officers shall be eligible and considered for transfer to other Bureaus or specialized units within the Department, with the exception of designated positions in the table of organization that allows Officers to be assigned to Bureaus of Specialized positions. The general commitment period for a Corporal in a specialized unit is five (5) years and Officers one (1) year. The Chief of Police may, at his/her discretion, extend the commitment one additional year depending on the needs of the Department. The Chief of Police may transfer a Corporal/Officer prior to the end of their term. The Chief of Police on a case-by-case basis shall examine the commitment by Corporals committed to outside agencies and task forces if the assignment extends past the Corporals past 5-year assignment.



Montebello Police Department

Rotation Agreement

Once a Corporal/Officer has completed his/her term he/she must have completed one full year of patrol service before appointment to a specialized unit.

A Corporal/Officer that is currently in a specialized unit may transfer to another specialized unit within his or her rotation. Upon transferring to another specialized unit the Corporal's /Officer's rotation time continues, until the end of his or her rotation period.

Transfer Positions

1. Narcotics Unit
2. General Detectives
3. Motor Officer
4. Traffic Officer
5. Mental Health Evaluation Team
6. K-9 Unit
7. Community Relations Unit
8. Other specialized positions as determined by the Chief of Police

On/Off-Duty Injuries

While in a specialized unit and a Corporal/Officer is injured while on duty, or suffers a work related illness his/her rotation time ceases. Once the Corporal/Officer returns to full or light duty his/her rotation time resumes to the completion of their five (5) year/one (1) year rotation time, however six months shall be maximum extension period for the combined on duty injury or job related illness/injury (5 ½ years maximum time in the assignment regardless of the number of injuries/illness).

Officers/Corporals on FLSA leave will have a one year maximum extension period per event necessitating the leave.

Officers who are assigned to specialized units who are off on Military leave will return back to their assignment. During that Military leave period, the Chief of Police may designate an Officer to fill the vacant position on a temporary basis.

Montebello Police Department

Rotation Agreement

Temporary Re-assignment

While in a specialized unit, the five year rotation time will toll if any Corporal/Officer is removed from his/her position and placed in a temporary assignment outside the above listed transfer positions, such as acting Sergeant, patrol, or in a position that is necessary to fill as determined by the Office of the Chief of Police.

Once the Corporal/Officer returns to their assigned position their rotation period resumes to completion regardless of the time that they were reassigned. There would be no adjustment for the time if the assignment was merely a lateral move from one specialized unit to another specialized unit. **The Rotational Plan**

The Rotation plan will consist of No time Limit Position(s) and Rotational Position(s).

Non-Rotational Position(s)

There will be no time limit term for these Corporal positions.

The Police Administration Staff and unit supervisors will make recommendations to the Chief of Police as to who is eligible to hold the Non-Rotational Position(s). The Chief of Police will make the selection as to who will hold the Non-Rotational Position(s).

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/Officer at any time at his discretion.

5 Year Rotational Positions(s)

This Corporal position will have a 5 year term as with the rotational plan. The Chief of Police may at his/her discretion, extend the commitment one additional year depending on the needs of the Department.

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/Officer at any time at his discretion.

One (1) year Rotational position Officer Assignments:

This Officer position will have a one (1) year term. The Chief of Police may at his/her discretion, extend the commitment one additional year depending on the needs of the Department.

APPENDIX A
Montebello Police Department

Rotation Agreement

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/ Officer anytime at his discretion.

Balance rotation and non-rotation Positions

Detective Bureau- four (4) Corporal positions two (2) Officer positions.

2 Non-rotation Corporal Positions, two (2) –Five year corporal and two (2) Officer position (One year rotation)

Narcotics Bureau-Four (4) Corporal positions and two (2) Officer positions.

Two 2 Non-rotation Positions, Two (2)– Five year rotational positions and Two (2) Officer position (One (1) year rotation).

Traffic Unit-Five (5) Corporal/ Officer Positions Three (3) non-rotational corporal/officer and two (2) one year rotational positions.

Community Relations Unit – Two (2) corporal/officer five year rotation

Mental Health Evaluation Team – One (1) corporal/officer five year rotation

K-9 Unit- 2 Corporal Positions

The handler's for the K-9 position will be held for a term considered to be the life of the dog. If the dog is removed from service prior to the handler's first three years of service, he or she will be given another dog. Should the dog be removed from service after the handler's first three years of service, he or she may not be awarded another dog and should return to the Corporal Rotation.

In the event that department staffing levels or positional eligibility are not met, the Police Administration Staff will make recommendations to the Chief of Police as to who is eligible to hold Corporal / Officer Position(s) in specialized positions. The Chief of Police will make the selection as to who will serve in the Specialized Position(s).

APPENDIX A
Montebello Police Department

Rotation Agreement

Corporal Insignia

Standard Corporal stripes (2 stripes)

This Rotation Agreement will be entered into the Montebello Police Officer's Association Memoranda of understanding.

This agreed upon Corporal Rotation Plan will supersede any previous Corporal Programs that have been used by this Department. This agreement will not start the time over again for Corporals/officer currently in specialized units. The five year time starts from when the Corporal was initially transferred from patrol to a specialized unit. This Corporal Program will be agreed upon by the City Manager, Chief of police and the Montebello Police Officer's Association.

 9/30/2020

Omar Rodriguez

Date

Montebello Police Officer's Association President

 9-29-20

Brad Keller

Date

Chief of Police

EXHIBIT B



MONTEBELLO POLICE DEPARTMENT INTEROFFICE MEMORANDUM

"Dedicated to Superior Service"

Chief Paul M. Espinoza

Date: January 9, 2023

To: All Sworn Personnel

From: Chief Espinoza

Subject: Directive 23-01

The following directive will be effective March 12, 2023. Any previous memo, directive, or order issued by any department member (past or present) on the topic of "beat minimums, staffing levels, or otherwise about the number of patrol personnel on duty is countermanded.

This memo supersedes any previous memo, directive, or order that addressed or addressed beat minimums, staffing levels, or otherwise about the amount of patrol personnel on duty and will remain in force until such time the chief of police determines otherwise.

Purpose:

This directive aims to establish a guideline for determining desired and mandatory staffing allocation in patrol to meet the community and department needs.

Ultimately, the long-term goal is to implement a policy to address our staffing needs in patrol and throughout the department (see strategic goals below).

Background:

Traditionally our department has not used the extensive data available to determine appropriate staffing levels or deployment needs.

As we move forward, the Department's goal is to formalize staffing levels based on workload-based models, including peak workload data that has been studied and proven to be the best approach to make staffing decisions.

We are in the process of analyzing our department's data to deploy personnel effectively. This is the first step in formalizing our staffing needs by issuing this directive for short-term staffing needs.

EXHIBIT B

The below test model, with the addition of SPU and other adjustments to special unit assignments, will help us better determine our patrol staffing needs in the future.

Additionally, how calls for service (CFS) are assigned and when they are assigned needs to be examined. For this purpose, this directive will address the watch commander's responsibility when determining when discretionary self-initiated activity should be limited to emergency observations only, with an emphasis on patrol personnel remaining available for emergency calls for service.

Strategic Goals:

Implementing the peak workload staffing approach and specialized unit staffing is to provide the most effective response to law enforcement emergencies, neighborhood problems, and traffic enforcement. This approach to calls for service facilitates problem-solving, provides a concentration of personnel in neighborhoods experiencing higher crime levels, and allows significant flexibility in deploying available resources to address emerging crime trends. The five strategic goals listed are the framework for this plan and the department's future direction.

- Reduce Residential and Commercial Burglaries
- Reduce Grand Theft Auto
- Reduce Violent Crime
- Decrease Traffic Collisions
- Decrease Calls for Service related to the Mentally Ill and Homeless

Short-term staffing directive:

As we continue to study and analyze information, it is the direction of the Chief of Police to establish two methods of determining the staffing levels in patrol for the short term. These staffing levels are determined by information available to us and will likely change as we move forward.

Both methods have been determined by several factors including but not limited to; days and times of the week/month/year that, through preliminary research and analysis, show an increase or decrease in field activity, the anticipated increase in field activity due to special events; certain holidays or other activity that one can reasonably anticipate an increase in field activity may occur; [and] the amount of sworn able-bodied personnel on-duty and in the City at any given time.

The two levels are desired "soft" and mandatory "hard" staffing.

Desired "soft" staffing levels:

EXHIBIT B

Desired “soft” staffing levels are the optimal amount of personnel deemed appropriate but not necessarily deemed mandatory to meet the needs of the community and the department.

As one will notice, at any given time, there is the potential to have anywhere from a minimum of six patrol personnel, including field supervisor and watch commander, to twelve field personnel, including the above and special assignments not including detectives, narcotics, and other sworn personnel on-duty at any given time.

The desired “soft” staffing levels are described as follows:

- Team One - five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);
- Team Two - five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);
- Team Three - five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);
- Team Four – five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);
- Team Five – three (3) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);
- Team Six – three (3) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic);

Based on the needs of the community and the department, the watch commander shall be able to increase staffing levels on a case-by-case basis. This could include ordering additional personnel if necessary. The watch commander should determine if the augmentation of on-duty special assignment personnel is sufficient for emergency use.

Using special units to supplant patrol to meet soft staffing levels is prohibited unless the duty chief approves.

Mandatory “Hard” staffing levels:

Mandatory “hard” staffing levels are the amount of patrol personnel deemed appropriate and necessary to meet the needs of the community and the department.

The Mandatory “hard” staffing levels for patrol personnel are described as follows:

Team One

- Sunday, (5) patrol personnel will staff the team. Mon – Tuesday (alternating Wednesday) from 0600 to 1800 shall be staffed by four (4) patrol personnel, not

EXHIBIT B

including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Team Two

- Sunday – Tuesday (alternating Wednesday) from 1800 to 0600 shall be staffed by four (4) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Team Three

- Thursday – Friday (alternating Wednesday) from 0600 to 1800 shall be staffed by four (4) patrol personnel; Saturday will be staffed by (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Team Four

- Thursday - Saturday (alternating Wednesday) from 1800 to 0600 shall be staffed by four (4) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Team Five

- Sunday - Tuesday (alternating Wednesday) from 1300 to 0100 shall be staffed by two (2) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Team Six

- Thursday - Saturday (alternating Wednesday) from 1400 to 0200 shall be staffed by two (2) patrol personnel, not including field supervisors, watch commanders, and special assignments (Mental Illness Officer, Traffic)

Based on the needs of the community and the department, the watch commander shall be able to increase staffing levels on a case-by-case basis. This could include ordering additional personnel if necessary. The watch commander should determine if the augmentation of on-duty special assignment personnel is sufficient for emergency use.

EXHIBIT B

If the "hard" minimums indicated above are not met due to unanticipated vacancies, the watch commander shall order other available patrol personnel to work to meet the hard minimums.