MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ALHAMBRA
AND THE
ALHAMBRA POLICE MANAGEMENT ASSOCIATION

We the undersigned, duly appointed representatives of the City of Alhambra ("City") and of the Alhambra Police Management Association ("Association" or "APMA"), a recognized employee organization, having met and conferred in good faith in accordance with the Meyers-Milius-Brown Act, California Government Code Section 3500 et seq. and having agreed on certain recommendations to be submitted to the City Council of the City of Alhambra, jointly prepare and execute the following written Memorandum of Understanding ("MOU" or "Agreement").

ARTICLE 1: GENERAL PROVISIONS

Section 1. Term of MOU

The term of this MOU shall commence on April 16, 2020, and shall remain in effect through the last pay period of Fiscal Year 2021-2022. The terms of this MOU shall be effective upon the adoption of this MOU by the Alhambra City Council, except as otherwise provided by specific sections of this MOU.

Section 2. Recognition

Through the last pay period of Fiscal Year 2021-2022, the City shall continue to recognize the Association as the recognized employee organization pursuant to the City's Employer-Employee Relations Resolution No. R80-32 for the following positions:

Assistant Police Chief; and

Police Lieutenant/Police Commander.

Section 3. Mutual Recommendation

This Memorandum of Understanding constitutes a mutual recommendation by the parties to the City Council. It is expressly intended that the duties, responsibilities, and functions of the City in the operation of its Police Department shall in manner be impaired, subordinated, or negated by any provision of this agreement:

Section 4. Management Rights

A. Retention of Rights. The Association recognizes that the City has, and will continue to retain in all respects, whether exercised or not, the unilateral
and exclusive right to operate, administer, and manage its public services and its work force performing those services.

B. **Exclusive Rights.** The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies; to set standards and levels of service to be offered to the public, and through its management officials, to exercise control and discretion over its organization and operations; to establish and enforce administrative regulations and work rules in addition to and not inconsistent with the specific provisions of this MOU; to direct its employees; to take disciplinary action; to layoff its employees; to determine the procedures and standards of selection for employment and promotions; to determine whether goods or services shall be purchased or contracted for; to determine the methods, means and personnel by which the City’s services are to be provided, purchased or contracted including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the City and the public. The City retains its rights to assign and place volunteers in accordance with City policy.

To the extent required by law, the City agrees to meet and confer on the impact of the exercise of any such rights upon represented employees prior to implementation.

C. **Contracting-Out.** The City agrees to meet and confer, upon request of the Association, over the impact to Association members of any decision by the City to contract-out significant bargaining unit work to a non-City enterprise or agency. The decision to contract-out such work shall not be subject to meet and confer.

Section 5. **City Council Approval**

It is the mutual understanding of the parties that this Agreement will become effective upon approval by the City Council of the City of Alhambra.

Section 6. **Non-Precedence**

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

**ARTICLE 2: COMPENSATION**

Section 1. **Salaries**

A. **Salary Schedules.** Base rate of pay for Association members shall be the amounts reflected in Appendix “A.” The salary schedules shall reflect the following changes:
1. **Salary Increase.**
   
a. Effective April 16, 2020, all Association members shall receive a two percent (2%) salary increase.

b. Effective July 1, 2020, to be implemented the first pay period of fiscal year 2020-2021, all Association members shall receive a three percent (3%) salary increase.

c. Effective July 1, 2021, to be implemented the first pay period of fiscal year 2021-2022, all Association members shall receive a two percent (2%) salary increase.

**Section 2. Workweek and Work Schedules**

A. **Overtime.** All Association members are considered exempt employees for purposes of applicable state and federal wage and hour laws.

   Overtime shall not be authorized without prior approval by the Chief of Police or his/her designees.

B. **Workweek.** The workweek for Association members shall be seven consecutive days, starting at 12:00 a.m. on Thursday and ending at 11:59 p.m. on the following Wednesday.

C. **Work Schedules.**

   1. **3/12 Work Schedule.** Association members assigned to a 3/12 work schedule work a 12-hour shift, on three consecutive calendar days within a workweek.

   2. **4/10 Work Schedule.** Association members assigned to a 4/10 work schedule work a 10-hour shift, on four consecutive calendar days within a workweek.

   3. **Modifications to Work Schedules.** At the direction of the Chief of Police, in consultation with the Human Resources Director, some Association members may be required to work a different schedule due to the requirements of their job classifications or department responsibilities. Any such variation to the work schedule must be memorialized in writing.

**Section 3. Education Incentive**

A. **Eligibility.** Association members are eligible to receive education incentive pay, upon approval by the Chief of Police, in consultation with the Human Resources Director.
B. **Amount.** Eligible Association members who obtain a bachelor’s degree in Police Science, Police Administration, or Public Administration (or comparable title), approved by the Chief of Police, in consultation with the Human Resources Director, shall receive an additional ten (10%) percent of his or her base rate of pay.

C. **Payment.** The City shall begin making approved education incentive payments beginning the first full pay period following approval by the Chief of Police, in consultation with the Human Resources Director.

D. **CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for education incentive pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) – Educational Pay. Education incentive pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said education incentive pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

**Section 4. Watch Commander Coverage Pay**

A Police Lieutenant / Police Commander who is called in to provide Watch Commander coverage, outside of his or her normal work schedule, shall be compensated at a straight-time hourly rate.

**Section 5. Bilingual Pay**

A. **Eligibility.** Full-time, permanent, Association members who are certified as bilingual by the City in accordance with these provisions, who are routinely and consistently assigned to provide bilingual services in positions requiring communication skills in languages other than English, are eligible to receive bilingual pay.

B. **Certification.**

1. The City will offer certification for bilingual pay for only the following languages: Spanish, Mandarin, Cantonese, Vietnamese, Korean, and Tagalog.

2. The certification process will be administered through a bilingual examination conducted by the Los Angeles Unified School District (LAUSD). Association members wishing to be certified as bilingual must make a request to the City’s Human Resources Department. Upon such request, the Human Resources Department will consult with the Chief of Police to determine the need for bilingual services, and if the City determines that such services are needed, the Human Resources Department will schedule a telephone and/or in-
person bilingual examination with a LAUSD representative and the Association member. The Human Resources Department will administer requested bilingual examinations as soon as practicable, but on no less than an annual basis.

3. The bilingual examination will be scored by LAUSD on a pass/fail basis. Examination scores are final and non-appealable. Association members who fail the examination, or who fail to appear for a scheduled examination, may not take another bilingual examination in the same language for a minimum of three (3) months following the failed or missed examination. Association members who pass the examination will be certified as bilingual by the City. Association members who are certified as bilingual by the City are not required to be re-tested. New employees will be notified of the bilingual pay program during orientation.

C. **Amount.** An eligible Association member certified as bilingual by the City and who provides bilingual services as required shall be paid $100.00 per month, in addition to his/her base rate of pay, beginning on the first pay period after certification. Association members certified by the City as bilingual shall continue to receive bilingual payment following a change in job classification to another full-time position at the City.

D. **CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for bilingual pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) — Special Assignment Pay. Bilingual pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said bilingual pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

**Section 6. Longevity Pay**

A. **Eligibility.** Effective July 1, 2017, Association members with the following years of continuous City of Alhambra paid service shall receive a longevity bonus.

*Time while on unauthorized unpaid leave of absence shall not count towards years of service, unless otherwise required by law. Time while on authorized unpaid leave of absence which totals less than 15 calendar days shall count towards years of service. Time while on an authorized unpaid leave of absence of 15 calendar days or more shall not count towards years of service, unless otherwise required by law.*
B. **Amount.**

1. 15 or more years of service - $200 per month.

2. 20 or more years of service - $300 per month.

C. **CalPERS Reporting.** The parties agree that to the extent permitted by law, the value of the compensation for longevity pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(1) – Incentive Pay. Longevity pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said longevity pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

**Section 7. Reimbursable Emergencies**

Provided it is permissible under the Fair Labor Standards Act, the City agrees to compensate Association members that participate in emergencies declared by the City, State or Federal Government, that are reimbursable through the Office of Emergency Services or the federal Emergency Management Agency, at one and one half times their base hourly rate of pay for the duration of the declared disaster.

**ARTICLE 3: LEAVES OF ABSENCE**

**Section 1. Maximum Accrued Vacation Hours**

Association members may accrue up to a maximum of 400 hours of vacation.

**Section 2. Administrative Leave**

Association members who are exempt from the Fair Labor Standards Act as designated in the Administrative Policy promulgated by the City Manager pursuant to Alhambra Municipal Code Section 2.50.010(B), and therefore, ineligible for overtime, shall be credited with 120 hours of Administrative Leave. Administrative Leave shall be accrued on January 1 of each year and must be used by December 31 of each year. Association members who currently receive 120 hours of Administrative Leave annually shall continue to receive this benefit. Upon separation of employment with the City of Alhambra, Association members shall be able to cash out all Administrative Leave time earned and available during that calendar year.

**Section 3. Sick Leave**

A. **Accrual.** Association members hired on or after July 1, 1994 shall not accrue sick leave in excess of 180 days (1,440 hours). Association
members hired prior to July 1, 1994 are not subject to a cap on the accrual of sick leave.

B. Monetary Compensation In Lieu of Sick Leave. In the last payroll period of the calendar year, an Association member who has, on such date, accumulated an amount greater than 800 hours of sick leave credit may elect, at his or her option, to take monetary compensation in lieu of sick leave credit, in an amount not to exceed a maximum of 96 hours, minus sick leave used in the calendar year. An Association member may not cash out sick leave credit in an amount that shall reduce his or her sick leave credit balance to less than 800 hours. To the extent monetary compensation is paid, additional sick leave credit shall not accrue.

1. For purposes of computation of monetary compensation hereunder, all sick leave used in any calendar year shall be charged against sick leave credit accrued for that calendar year.

2. There shall be deducted from such Association member's accumulated sick leave credit the number of days of sick leave for which compensation is paid.

C. Sick Leave Payout. Upon separation employment from the City, the City shall grant 24 hours of additional paid sick leave for those Association members who have reached the 800 hours (100 days) maximum sick leave accrual pursuant to Section 2.54.012 (B) (1) of the Alhambra Municipal Code.

D. Sick Leave Payout - Retirement After 15 Years of Service. Association members who were hired prior to July 1, 1994 and who separate from the City due to service retirement following 15 years or more of continuous full-time service with the City, shall be eligible for monetary compensation for a portion of accrued, unused sick leave subject to the following terms and conditions:

1. The sick leave payout shall be one percent (1%) of the Association member's unused sick leave at the time of retirement, rounded down to the nearest whole day, up to a maximum of 100 days, multiplied by the Association member's completed years of service at the City, up to a maximum of 25 years, multiplied by the Association member's daily rate of pay (based on an 8-hour day).

2. In addition to the above payout, eligible Association members who have accrued a minimum of 800 hours of unused sick leave at the time of retirement shall be granted an additional 3 days (24 hours) of sick leave to be paid out.
Example A:
Association member retires with 700 hours of sick leave and 30 years of service at $20/hr rate of pay. 700 hours of sick leave equals 87.5 days of sick leave, rounded down to 87 days for purposes of sick leave payout.

Sick leave payout is then calculated as follows:
(1% of 87 days) \times (25 years) \times ($160 daily rate) = \$3480

Example B:
Association member retires with 830 hours of sick leave and 20.5 years of service at $20/hr rate of pay. 830 hours of sick leave equals 103.75 days of sick leave, capped at a maximum of 100 days for purposes of sick leave payout.

Sick leave payout is then calculated as follows:
(1% of 100 days) \times (20 years) \times ($160 daily rate) \Rightarrow \$3200
+ 
(3 additional days) \times ($160 daily rate) \Rightarrow \$480
Total sick leave payout = \$3680

3. Monetary compensation for sick leave shall be payable only once to any Association member even if he or she should later be reemployed by the City.

4. Association members hired after July 1, 1994 shall not be eligible for any monetary compensation for unused sick leave upon separation from the City.

E. Sick Leave Payout – Disability Retirement. Association members who were hired prior to July 1, 1994 and who separate from the City due to industrial retirement shall be entitled to a full sick leave payout of all accrued, unused sick leave. Association members who were hired after July 1, 1994 and who separate from the City due to industrial retirement shall be entitled to sick leave payout pursuant to Section 2.54.012 (B) (1) of the Alhambra Municipal Code.

F. CalPERS Sick Leave Conversion. Effective upon ratification, in accordance with Government Code Section 20965, the City will commence the process to amend its contract with CalPERS to add the Sick Leave Conversion Benefit for Association members. After the City has contracted with CalPERS for this benefit, subject to and in accordance with CalPERS regulations and requirements, eligible Association members will have the option to receive additional service credit for unused sick leave at retirement. The City agrees to certify an Association member’s unused sick leave days that were accrued by the member during the normal course of his or her employment and shall not include any additional days of sick leave reported for the purpose of increasing the
member's retirement benefit, in accordance to Government Code Section 20665 or as otherwise required by CalPERS. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said unused sick leave days as service credit for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 4. **Compensatory Time Off**

Effective upon ratification, all unused compensatory time shall be paid out to Association members, by separate paycheck, at the rate of the Association member’s base rate of pay in effect on the date of payment. Effective July 1, 2017, all unused compensatory time shall be paid out to employees who become new Association members by way of promotion, by separate paycheck, at the rate of the Association member’s base rate of pay in effect prior to the date of promotion. The resulting amount to be paid out shall be provided to each Association member in cash or as deferred compensation.

Section 5. **Bereavement Leave**

Upon request to his/her Supervisor and subject to authorization by the Human Resources Director an Association member shall be eligible to receive necessary time off, not to exceed 40 hours in any one instance, to arrange for or attend a funeral of a member of his/her immediate family. These 40 hours of bereavement leave, in any one instance, shall be with pay and shall not be chargeable to any other leave balance.

For purposes of this section, immediate family shall mean spouse, domestic partner, child, legal guardian or legal ward, parent, grandparent, brother or sister, grandchild, stepbrother, stepsister, stepparent, stepchild, father-in-law or mother-in-law, brother-in-law or sister-in-law, daughter-in-law or son-in-law, uncle or aunt, nephew or niece.

Section 6. **Personal Leave**

Association members with no sick leave usage in any calendar year shall be credited with one (1) personal leave day for that year; said credit shall be made on the second pay period in January of the following year. Personal leave days may be accrued to a maximum of five (5) days. Their scheduling shall be subject to the approval of the Chief of Police. No monetary compensation shall be paid for unused personal leave days at termination or retirement.

Section 7. **Probationary Period**

If an employee is off work (whether paid or unpaid) or working in an assignment that is outside the normal assigned working duties for their classification due to injury or illness for a period of more than two (2) consecutive work weeks, the probationary period shall be extended by the length of such leave or reassigned
time. The extension of the probationary period shall also be applicable in cases where the employee is off work on a FMLA/CFRA leave of absence.

**ARTICLE 4: HOLIDAYS**

**Section 1. Holidays Observed**

Association members shall receive the following 8 hour paid holidays:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Day Observed</th>
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<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1&lt;sup&gt;st&lt;/sup&gt;</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt; Monday in January</td>
</tr>
<tr>
<td>Presidents’ Day</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt; Monday in February</td>
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<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
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<tr>
<td>Independence Day</td>
<td>July 4&lt;sup&gt;th&lt;/sup&gt;</td>
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<tr>
<td>Labor Day</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; Monday in September</td>
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<tr>
<td>Veterans’ Day</td>
<td>November 11&lt;sup&gt;th&lt;/sup&gt;</td>
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<tr>
<td>Thanksgiving Day</td>
<td>4&lt;sup&gt;th&lt;/sup&gt; Thursday in November</td>
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<tr>
<td>Day After Thanksgiving</td>
<td>4&lt;sup&gt;th&lt;/sup&gt; Friday in November</td>
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<tr>
<td>Christmas Eve</td>
<td>December 24&lt;sup&gt;th&lt;/sup&gt;, if on a Monday through Thursday</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25&lt;sup&gt;th&lt;/sup&gt;</td>
</tr>
<tr>
<td>New Year’s Eve (4 hours)</td>
<td>December 31&lt;sup&gt;st&lt;/sup&gt;, if on a Monday through Thursday</td>
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A. **Floating Holidays.** Association members shall receive 32 hours of floating holiday on July 1<sup>st</sup> of each year.

1. Association members who have been employed for less than one full year as of July 1<sup>st</sup> of any given year shall receive floating holiday on a prorated basis based on the applicable length of full-time employment.

2. Floating holidays may not be accrued in excess of 32 hours.

3. Unused floating holidays will be paid out upon separation at the Association member’s current rate of pay.
ARTICLE 5: UNIFORMS

Section 1. Uniform Allowance

A. **Eligibility.** Association members required to wear a uniform shall receive an annual uniform allowance in the amount of $825.00.

B. **Amount.** The uniform allowance in the amount of $825.00 shall be provided on a per pay period basis.

C. **CalPERS Reporting.** The uniform allowance shall be reported to CalPERS periodically when earned. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said uniform allowance as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion. The uniform allowance is not reportable for “new members” of CalPERS as defined by Government Code Section 7522.04(f).

Section 2. Uniform Cleaning

A. **Eligibility.** For Association members required to wear a uniform, the City shall pay and provide for the cleaning of four articles of uniform clothing per week.

B. **Amount.** The City’s cost for providing the cleaning of four articles of uniform clothing per week is $10.00, as detailed in Appendix “B”. The payment of uniform cleaning costs shall be provided on a per pay period basis.

C. **CalPERS Reporting.** The cost of uniform cleaning shall be reported to CalPERS periodically when earned. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said uniform allowance as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion. The cost of uniform cleaning is not reportable for “new members” of CalPERS as defined by Government Code Section 7522.04(f).

ARTICLE 6: CAFETERIA FLEX PLAN

A. **Public Employees' Medical and Hospital Care Act.** The City provides health benefits through CalPERS pursuant to the Public Employees' Medical and Hospital Care Act (PEMCHA). The City may amend or rescind its membership in the PEMCHA program anytime in the future.

B. **Flex Health Plan Contribution.** The City provides a health plan contribution, including the PEMCHA minimum, for full-time employees to be used toward the payment of insurance premiums for medical, dental,
vision, and standard supplemental life insurance plans that are offered by the City as follows:

Employee Only $829.06 per month
Employee plus 1 dependent $1,028.61 per month
Employee plus 2 or more dependents $1,241.14 per month

C. PEMCHA Contribution Amount. Each calendar year, CalPERS establishes the PEMCHA minimum employer contribution for employees enrolled in the City’s PEMCHA medical plans as set forth in Government Code Section 22892(b). The flex plan contributions listed in Article XXI B above include the calendar year 2020 PEMCHA employer minimum contribution. Each subsequent calendar year, the City’s flex plan contribution will change to include any increase in the PEMCHA employer minimum contribution rate.

D. Unused contributions. Employees hired before July 1, 2017, shall be paid out for any unused portion of their flex plan contribution as taxable income. Employees hired after July 1, 2017, will not be paid for any unused portion of the City flex plan contribution.

E. Excess Premiums. Employees shall be required to pay the cost of flex plan premiums for their selected plans which exceeds the amount of the City’s monthly contribution.

F. Opt Out. Employees hired before July 1, 2017 electing to opt out of medical coverage offered by the City because they have provided proof of eligible alternate medical coverage will receive a monthly opt out allowance equal to ½ of the monthly City contribution as indicated in Article XXI B above, including the PEMCHA minimum, based on the coverage level tier for the opt out medical plan selected by the employee. Employees hired on or after July 1, 2017, electing to opt out of medical coverage offered by the City, will not receive an opt out allowance in any amount, including the PEMCHA minimum.

1. Vision Service Plan. Pursuant to the vision service plan restrictions, the coverage level selected by the Association member for the vision service plan must be the same as the coverage level selected by the Association member for the medical plan. For example, an Association member who has selected coverage of “Employee plus one dependent” for the medical plan may only select coverage of “Employee plus one dependent” for the vision service plan.

2. Unused Contributions. Any unused portion of an Association member’s flex plan contribution shall be paid out to the Association member as taxable income for Association members hired before July 1, 2017.
G. **Health and Fitness Evaluations.** The City shall continue to provide Assistant Police Chiefs an annual Health and Fitness Evaluation in accordance with the benefits, terms and conditions specified by the City's authorized provider.

**Section 2. Retirement Health Benefits**

A. **Retiree Medical Trust.** Pursuant to and in accordance with Ordinance No. 02M9-4550, eligible Association members shall continue to have the right to participate in a City approved post-retirement medical trust. The cost of this benefit and management of the plan shall be borne by the Sworn Police Non-Department Head Managers.

The Association agrees that the City shall not be liable for any debts or obligation of any sort arising from the Trust. The City, however, must receive evidence from the Association that its funds are going to the Trust. This evidence is necessary to ensure the City will not be liable for any tax obligations resulting from its contributions to the Trust.

The Association, its representatives, successors, and assigns, shall indemnify the City, its past and present employees, successors, and assigns, and all persons acting by, through, under, or in concert with any of them, and each of them, from any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature arising from the Trust, known or unknown, suspected or unsuspected, which occurs now or may occur in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred, or was in effect at anytime from the beginning of the Trust up to the end of time, including but not limited to 1) tax liabilities; 2) beneficiary claims; 3) third party claims; 4) and causes of action related to such claims, including but not limited to attorneys' fees and medical expenses.

B. **Public Employees' Medical and Hospital Care Act.** The City provides retirement health benefits through CalPERS pursuant to the Public Employees' Medical and Hospital Care Act (PEMCHA).

C. **PEMCHA Contribution Amount.** The City will continue to pay the minimum employer contribution amount for retired Association members enrolled in one of the City's PEMCHA Programs, as set forth in Government Code Section 22892(b). This rate is determined by CalPERS for each calendar year.
D. Medical Insurance Upon Retirement. Effective September 10, 2001, the City shall contribute a set monthly amount towards medical insurance premiums for all Association members who meet the following criteria:

1. All Association members, shall be eligible for the benefit, provided they have the requisite full-time years of public safety service. The requisite full-time years of service can be achieved by combining all previous years of service, in other public agencies such as State, County or municipal government.

2. This benefit shall include those individuals who retire from the City of Alhambra with either a service or disability retirement.

3. The Medical Insurance Upon Retirement benefit shall be granted as follows:
   a. Association members with 20 years of public safety service upon retirement shall receive $489 per month.
   b. Association members with 25 years of public safety service upon retirement shall receive $539 per month.
   c. Those Association members who do not have enough Social Security Quarters (40) to qualify for Medicare at Medicare age shall receive either $255 or $355 a month.
   d. Those Association members who do have enough Social Security Quarter (40) to qualify for Medicare at Medicare age shall receive up to $255 or $355 a month towards the purchase of Medicare Plan B. Consequently, the City’s payment towards Medicare Plan B is capped at no more than the $355 monthly contribution.
   e. This benefit will cease upon the death of the Association member.

**ARTICLE 7: RETIREMENT**

Section 1. **Tier 1 - Classic Members of CalPERS**

A. Application. This section shall apply to Association members who are or become members of CalPERS and who are not “new members” as defined by Government Code Section 7522.04(f) and related CalPERS membership requirements.

B. 3% at 50 Pension Plan. The CalPERS 3% at 50 pension formula shall be available to all Association members covered by this section.
C. **Final Compensation Based on the Single Highest Year (Gov. Code § 20042).** For purposes of determining a retirement benefit, final compensation for Association members covered by this section shall be based on the single highest year.

D. **Required Member Contribution.** Association member shall pay, through payroll deduction, the entire nine (9%) member contribution amount established by CalPERS for the 3% at 50 retirement benefit formula. Member contributions shall be made on a pre-tax basis to the extent permitted by the Internal Revenue Code, 26 USC Section 414(h)(2).

E. **Contract Benefits.** Additionally, the City has contracted for the following CalPERS retirement benefits:

- Pre-Retirement Option 2W Death Benefit (Gov. Code § 21548), effective July 26, 2007.
- Post-Retirement Survivor Allowance (Gov. Code § 21624 et seq.).
- Military Buyback.

**Section 2. Tier 2 - New Members of CalPERS**

A. **Application.** In accordance with the definition of "new member" set forth by Government Code Section 7522.04 and related CalPERS membership requirements, this section shall apply to any of the following:

1. An Association member who becomes a member of CalPERS for the first time on or after January 1, 2013 and who was not a member of any other public retirement system prior to that date.

2. An Association member who becomes a member of CalPERS for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under Government Code Section 7522.02(c) and related CalPERS reciprocity requirements.

3. An Association member who was an active member in CalPERS with another employer and who, after a break in service of more than six months, returns to active membership in CalPERS with the City.

B. **2.7% at 57 Pension Plan.** The 2.7% at 57 pension formula shall be available to all Association members covered by this section.
C. **Final Compensation Based on Three Year Average.** For purposes of determining a retirement benefit, final compensation for Association members covered by this section shall be based on the Association member's highest average annual pensionable compensation during a period of at least 36 consecutive months.

D. **Required Member Contribution.** Association members covered by this section will contribute the employee contribution rate of fifty percent (50%) of normal costs as required by CalPERS for the 2.7% at 57 pension formula. Member contributions shall be made on a pre-tax basis to the extent permitted by the Internal Revenue Code, 26 USC Section 414(h)(2).

E. **Contract Benefits.** Additionally, the City has contracted the following CalPERS retirement benefits, which may be available to Association members covered by this section as subject to applicable laws.

- Pre-Retirement Option 2W Death Benefit (Gov. Code § 21548), effective January 1, 2013.
- Post-Retirement Survivor Allowance (Gov. Code § 21624 et seq.).
- Military Buyback.

**ARTICLE 8: MISCELLANEOUS BENEFITS**

**Section 1. Death Benefit**

In the event that an employee covered by this agreement is killed, not by a disease but by an injury occurring in the line of duty, that is, which injury is job-connected, then the City shall pay a death benefit in the amount of $45,000.00. No benefit will be payable to an employee who, at the time of death, was engaged in willful and wanton misconduct, as defined by the City.

The payment shall be made to the beneficiary under the Public Employees' Retirement System. If there is no such beneficiary, the payment will be made to the estate of the deceased. This benefit shall not be reduced by other benefits received in this event.

In the event that an employee covered by this Agreement is killed under the conditions specified above, and the City awards the death benefit as specified above, then the City shall also pay the sum of $5,000.00 towards funeral and related expenses. This benefit shall be made to the beneficiary who receives the death benefits as specified above, or to the estate of the deceased if there is no
such beneficiary. In the event that no death benefit is paid, neither shall this benefit be paid. This benefit shall not be reduced by other benefits received in this event.

In the event of a dispute regarding the dispensation of these benefits between City and Association upon an actual death of this nature, the City agrees to meet and confer with the Association. However, the City retains the right to make a final decision regarding these benefits.

Section 2. Tuition Reimbursement

A. Eligibility. All Association members are eligible for tuition reimbursement.

B. Amount. The City will reimburse eligible Association members up to one thousand dollars ($1,000) per fiscal year for tuition (including books, lab/material fees, electronic course materials, parking and other necessary course-related expenses) after having successfully completed academic course work that is job-related and applicable towards a college degree in a job-related field.

1. For a course to be considered “job-related” it must be an academic or vocational course taken for credit from an accredited college or university, and such course must:

   a. Improve knowledge and skills for the present position or for positions of higher classification within the City, or

   b. Prepare for anticipated technological changes occurring in the Association member’s career field.

2. For a course to be considered “successfully completed” it means obtaining a final grade of “C” or higher.

C. Procedure. Eligible Association members who wish to receive tuition reimbursement must first complete a Course Approval Request form and submit it to the Chief of Police prior to beginning the course. The request is subject to approval by the Chief of Police, then by Human Resources and then the City Manager. After approval of the request and successful completion of the course, the Association member must complete a Tuition Reimbursement Request form, along with an attached copy of the grade report and receipts, and submit it to the Human Resources Department. Reimbursement requests are subject to the approval of the Human Resources Director and Finance Director. Association members may obtain the applicable forms from the City’s Human Resources Department.

Section 3. Long Term Disability Plan
The City shall continue to provide Association members a long-term disability plan in accordance with the benefits, terms and conditions specified in the plan documents. This benefit shall be provided at no cost to Association members.

Section 4. **Training Day For a Day Worked**

For any training of three days or less, such a training day shall equate to a full day work regardless of duration. For example, an eight-hour training class shall satisfy patrol officer's twelve and a half hour work shift so that the officer is not required to utilize leave time.

Section 5. **Flat Badge Upon Honorable Retirement**

Upon retirement and issuance of a carry concealed weapons (CCW) endorsed identification card, Association members shall be given a flat badge at the City's expense.

Section 6. **Employee Assistance Program**

The City shall continue to provide the Employee Assistance Program so long as the City is a current member of the benefit program. This benefit shall be provided at no cost to Association members.

Section 7. **Vehicle Take Home Privilege**

A. All current Association members shall be allowed to take home their assigned City vehicle, provided the Association member resides within a fifty (50) mile radius of the Alhambra City limits. Use of the vehicle shall be limited to reporting to and from work. No personal use of the take home vehicle is allowed and no persons other than City employees shall be allowed as a passenger in the vehicle.

B. Upon review by the Police Chief and approval of the City Manager, all Association members appointed on or after the effective date of this Agreement, may be allowed to take home their assigned City vehicle, provided the Association member resides within a fifty (50) mile radius of the Alhambra City limits. Use of the vehicle shall be limited to reporting to and from work. No personal use of the take home vehicle is allowed and no persons other than City employees shall be allowed as a passenger in the vehicle. This privilege may be revoked at any time without right of appeal by the Association member.

C. The privilege as described in 1 and 2 above, may be revoked by the Police Chief and/or City Manager if any condition is not complied with, or as a result of disciplinary action, for administrative purposes, or based on the needs of the Department.

D. Association members that operate Alhambra Police Department motor
vehicles must possess a valid California Drivers' License. Loss or suspension of such drivers' license shall immediately be reported to the member's respective supervisor.

ARTICLE 9: COMPLETION OF NEGOTIATIONS

Section 1. Complete Understanding

The terms and conditions set forth in this MOU represent the full and complete understanding between the parties. This MOU terminates and supersedes those past practices, procedures, understandings, traditions, agreements, or rules and regulations inconsistent with any matters covered in this MOU. Modification

Except as expressly provided in Article 9, Section 4. [Reopeners], the terms and conditions in this MOU may be altered, changed, added to, deleted, or modified, only through the voluntary mutual consent of the parties in a written agreement, executed by both parties and, if required, approved by the City Council.

Section 2. Waiver

Except as expressly provided in Article 9, Section 4. [Reopeners], the parties agree that, during the term of this MOU, neither party shall be required to meet and negotiate with regard to any subject within the scope of bargaining, whether or not referred to or covered in this MOU. Nothing shall prevent the parties from mutually agreeing to negotiate on any topic.

Section 3. Limited Reopeners

The parties agree to a limited reopener to meet and confer regarding updates to the City's Personnel Rules and Regulations, The City's Employer Employee Relations Resolution, the City's Municipal Code, and the City's Administrative Leave Policies, during the term of this Agreement and address any document affected by the update, including the City's Municipal Code and the Agreement.

The parties agree to a limited reopener to meet and confer regarding the implementation of a Comprehensive Memorandum of Understanding.

ARTICLE 10: SEVERABILITY AND SAVINGS

This MOU is subject to all current and future applicable federal, state and local laws, regulations and the Alhambra Charter. Provided, however, no local law which is enacted in contravention of the provisions of the Meyers-Milias-Brown Act ("MMBA") shall affect the provisions of this MOU.

Section 1. Savings
Should any article, section, paragraph or provision of this Agreement be declared or adjudicated unlawful, void, inoperative, or unenforceable by a court of competent jurisdiction, all remaining articles, sections, paragraphs, and provisions shall remain in full force and effect, to the extent permitted by law. As soon as both parties become aware of the decision, they shall meet to discuss the impact of the decision on the contract. Unless mutually agreed otherwise, the parties agree to meet and confer within 30 days for the purpose of agreeing to a mutually satisfactory replacement provision.

Section 2. **Statutory Changes**

In the event of statutory or regulatory changes that affect the terms and conditions of this Agreement, the parties agree, upon the request of either party, to meet and negotiate the subjects of the statutory or regulatory changes.

CITY OF ALHAMBRA

Dated: **5/14/2020**

[Signature]

HUMAN RESOURCES CONSULTANT, CITY OF ALHAMBRA

ALHAMBRA POLICE MANAGEMENT ASSOCIATION

Dated: **May 12, 2020**

[Signature]

ASSOCIATION PRESIDENT
### Appendix “A”

**Base Rate of Pay for APMA Members**

**Salary Schedule - Alhambra Police Management Association**
*Effective April 16, 2020 Through June 24, 2020*

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
<th>STEP 6</th>
<th>STEP 7</th>
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</thead>
<tbody>
<tr>
<td>Police Lieutenant/</td>
<td>$113,551.40</td>
<td>$119,228.97</td>
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<td>Police Commander</td>
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<td>$ 9,535.75</td>
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<td>$ 4,367.36</td>
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<td>$ 54.59</td>
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<td>$ 63.20</td>
<td>$ 66.36</td>
<td>$ 69.88</td>
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</table>

| Assistant Police Chief  | $130,014.79 | $136,515.53 | $143,341.30 | $150,508.37 | $158,033.79 | $165,935.48 |
|                         | $10,834.57  | $11,376.29  | $11,946.11  | $12,542.36  | $13,169.48  | $13,827.98  |
|                         | $ 5,000.57  | $ 5,250.60  | $ 5,513.13  | $ 5,788.78  | $ 6,078.22  | $ 6,392.13  |
|                         | $ 62.51     | $ 66.63     | $ 68.92     | $ 72.36     | $ 75.98     | $ 79.78     |

**Salary Schedule - Alhambra Police Management Association**
*Effective June 25, 2020 Through Fiscal Year 2020-2021*

<table>
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<th>STEP 4</th>
<th>STEP 5</th>
<th>STEP 6</th>
<th>STEP 7</th>
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<td>$ 4,498.38</td>
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<td>$ 56.23</td>
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<td>$ 65.09</td>
<td>$ 68.35</td>
<td>$ 71.77</td>
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</tr>
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</table>

| Assistant Police Chief  | $133,315.27 | $140,611.03 | $147,641.58 | $155,023.66 | $162,774.84 | $170,913.59 |
|                         | $11,159.61  | $11,717.59  | $12,303.47  | $12,918.64  | $13,564.57  | $14,242.80  |
|                         | $ 5,150.59  | $ 5,408.12  | $ 5,678.52  | $ 5,962.45  | $ 6,260.57  | $ 6,573.60  |
|                         | $ 64.38     | $ 67.60     | $ 70.98     | $ 74.53     | $ 78.26     | $ 82.17     |

**Salary Schedule - Alhambra Police Management Association**
*Effective Fiscal Year 2021-2022*

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
<th>STEP 6</th>
<th>STEP 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Lieutenant/</td>
<td>$119,297.08</td>
<td>$125,261.93</td>
<td>$131,525.03</td>
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<td>Police Commander</td>
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<td>$ 4,560.35</td>
<td>$ 4,817.77</td>
<td>$ 5,058.86</td>
<td>$ 5,311.59</td>
<td>$ 5,577.17</td>
<td>$ 5,856.03</td>
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<td>$ 57.36</td>
<td>$ 60.22</td>
<td>$ 63.23</td>
<td>$ 66.40</td>
<td>$ 69.72</td>
<td>$ 73.20</td>
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</tbody>
</table>

| Assistant Police Chief  | $136,593.58 | $143,423.26 | $150,594.43 | $158,124.15 | $168,030.35 | $174,331.87 |
|                         | $11,362.80  | $11,951.94  | $12,549.54  | $13,177.01  | $13,835.86  | $14,527.66  |
|                         | $ 5,253.60  | $ 5,516.28  | $ 5,792.09  | $ 6,081.70  | $ 6,385.78  | $ 6,705.07  |
|                         | $ 65.67     | $ 68.95     | $ 72.40     | $ 76.02     | $ 79.82     | $ 83.62     |
# Appendix “B”

APMA Uniform Items and Cleaning  
*Cost information valid as of July 1, 2017*

<table>
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<tr>
<th>Job Classification</th>
<th>Uniform Item</th>
<th>Cleaning Cost</th>
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<td>Assistant Police Chief</td>
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</tr>
<tr>
<td></td>
<td>Class B Shirt</td>
<td>$2.50/per item</td>
</tr>
<tr>
<td></td>
<td>Class A Shirt</td>
<td>$2.50/per item</td>
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<tr>
<td></td>
<td>Tie w/Tie bar</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>Belt</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>Boots</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>Uniform Jacket</td>
<td>None</td>
</tr>
<tr>
<td>Police Lieutenant/Police Commander</td>
<td>Pants</td>
<td>$2.50/per item</td>
</tr>
<tr>
<td></td>
<td>Class B Shirt</td>
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<td>Belt</td>
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<td>Boots</td>
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<tr>
<td></td>
<td>Uniform Jacket</td>
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</tbody>
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