

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LA HABRA AND THE
LA HABRA POLICE ASSOCIATION/CIVILIAN EMPLOYEES
FOR THE YEAR JULY 1, 2021 THROUGH JUNE 30, 2023



Table of Contents

ARTICLE ONE – EMPLOYEE AND EMPLOYER RIGHTS	3
SECTION I. Employee Rights:	3
SECTION II. Management Rights:	3
ARTICLE TWO - COMPENSATION	4
SECTION I. Salary Schedule (see attached “Exhibit A”):	4
SECTION II. Special Duty Pay:	4
SECTION III. Training Pay:	5
SECTION IV. Annual Training Fund:	5
SECTION V. TRAINING TIME:	5
SECTION VI. Acting Pay:	5
SECTION VII. Lead Assignments:	5
SECTION VIII. Overtime:	5
SECTION IX. Call/Court Time:	6
SECTION X. Stand-By/On-Call Pay:	6
SECTION XI. Shift Differential:	6
SECTION XII. Bilingual Pay:	7
SECTION XIII. Uniform Allowance:	7
ARTICLE THREE – FRINGE BENEFITS	7
SECTION I. Cafeteria Insurance Contribution:	7
SECTION II. Public Employees Retirement System:	9
SECTION III. Retirement Health Savings Plan:	9
SECTION IV. Wellness Examination:	11
ARTICLE FOUR – LEAVES	11
SECTION I. Vacation Leave:	11
SECTION II. Vacation Buy Back:	11
SECTION III. Vacation Funding of Release Time:	11
SECTION IV. Holidays/Compensatory Time/Personal Leave:	12
SECTION V. Hardship Transfer:	13
SECTION VI. Sick Leave:	13
SECTION VII. Family Sick Leave:	14
SECTION VIII. Bereavement Leave:	15
ARTICLE FIVE – GENERAL/MISCELLANEOUS PROVISIONS	15
SECTION II. Conflict of Interest:	15
SECTION III. No Strikes, Slowdowns or Sick Outs:	15
SECTION IV. Use of City Buildings:	15
SECTION V. Seniority:	15
SECTION VI. Discipline and Grievances:	16
SECTION VII. Transfers:	16
SECTION VIII. Other Agreements:	16
SECTION IX. Scope of Memorandum of Understanding:	16

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LA HABRA AND THE
LA HABRA POLICE ASSOCIATION/CIVILIAN EMPLOYEES
FOR THE YEAR JULY 1, 2021 THROUGH JUNE 30, 2023

Pursuant to Resolution No. 1759 of the City of La Habra (hereinafter referred to as "City") and the Meyers-Milias-Brown Act, the duly authorized representatives of the La Habra Police Association/Civilian Employees (hereinafter referred to as "Association") have met and conferred in good faith with the duly authorized appointees of the management representatives of City; and it has mutually been agreed to submit and recommend to City Council of the City of La Habra, the adoption of a salary resolution including the following position classifications and salary schedules set forth herein and other changes in compensation as noted below.

ARTICLE ONE – EMPLOYEE AND EMPLOYER RIGHTS

SECTION I. EMPLOYEE RIGHTS:

Employees of this unit shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer/employee relations including, but not limited to, wages, hours and other terms and conditions of employment. Employees of City also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by City or by any employee organization because of his/her exercise of these rights.

SECTION II. MANAGEMENT RIGHTS:

All rights of the employer not specifically limited by the terms of this Memorandum of Understanding (hereinafter referred to as "MOU") are hereby reserved to the employer. Further, it is understood by the parties that the meet-and-confer process resulting in this MOU provided ample opportunity for all matters to be considered and this MOU shall not be construed to contain any matter not specifically set forth. The exclusive management rights of the employer are included, but not limited, to the right to:

- A. Direct the work of its employees.
- B. Hire, promote, demote, transfer, assign, classify, lay off and retain employees in positions with City.
- C. Discipline employees for proper cause.
- D. Take action as may be necessary to carry out the mission of City in emergencies.
- E. Determine methods, means and personnel by which operations are to be carried on.
- F. Determine the budget, organization and the merits, necessity and level of activity or service provided to the Public.
- G. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
- H. The City shall determine assignments, and establish methods and processes by which assignments are performed.

- I. The City shall determine policy affecting the selection or training of new employees. The City shall determine policy affecting the on-going training and certification of employees, as applicable.
- J. The City shall determine the safety, health, and property protection measures for the City.
- K. The City shall have the right to introduce new, improved or different methods and techniques of operation or a change in existing methods and techniques.
- L. The City shall determine the amount of supervision necessary.
- M. The parties agree that the 3-1-1 special assignment rotation policy shall follow Section 1004 of the La Habra Police Department Manual.

ARTICLE TWO - COMPENSATION

SECTION I. SALARY SCHEDULE (SEE ATTACHED "EXHIBIT A"):

The City agrees to merit based step increases for eligible staff who receive an overall performance evaluation rating of "Competent" or better.

A. Salary: The following salary increases shall be in effect on the dates indicated:

Effective July 3, 2021, the City will provide a two and one-half percent (2.5%) salary adjustment to all unit employees.

Effective July 2, 2022, the City will provide a two and one-half percent (2.5%) salary adjustment to all unit employees

Effective December 31, 2022, the City will provide a two and one-half percent (2.5%) salary adjustment to employees in the Communications Operator series, only.

B. One-time Lump Sum Payment:

Based on the salary schedule in effect as of June 18, 2021, the City will provide a one-time lump sum pay adjustment of four percent (4%) to all full-time employees by no later than June 30, 2021. The calculation of the one-time pay adjustment will be as follows: base hourly rate x 2,080 x .04 based on the salary in effect on June 18, 2021. Employees hired on or after June 18, 2021 will not be eligible for the lump sum payment.

Based on the salary schedule in effect as of June 17, 2022, the City will provide a one-time lump sum pay adjustment of four percent (4%) to all full-time employees by no later than June 30, 2022. The calculation of the one-time pay adjustment will be as follows: base hourly rate x 2,080 hours x .04. Employees hired on or after June 17, 2022 will not be eligible for the lump sum payment.

C. All step increases are based on merit and must be recommended by the employee's supervisor.

SECTION II. SPECIAL DUTY PAY:

All Police Records Specialists positions and other civilian positions designated by the Chief of Police (up to a maximum of 10 positions) who routinely perform physical searches of female arrestees will be eligible for Special Duty pay of \$100 per month.

SECTION III. TRAINING PAY:

Dispatch/ACO/Records/CSO Training: Employees who are assigned the responsibility to train a new employee will be eligible for a five percent (5%) training allowance, on a day-by-day basis, only when assigned and working with a trainee.

SECTION IV. ANNUAL TRAINING FUND:

Establish an annual fund in the amount of \$1,000 to be used for civilian employees for reimbursement of preapproved educational expense (job related) including tuition, laboratory fees, books, and parking fees. The annual training fund of \$1,000 is continued, with approval for use being granted through the chain of command.

SECTION V. TRAINING TIME:

An employee assigned to a training class that lasts eight or more hours on a day when he/she is regularly scheduled to work will be deemed to have worked his/her entire shift for that day. When assigned training on a regularly scheduled workday is less than eight hours, the employee will immediately call his/her watch commander for further direction on whether to return to duty for the day to complete any remaining portion of his/her scheduled shift.

Training that is four or five consecutive eight-hour days shall be deemed to be the employee's workweek and their work schedule will be changed to a 5/40 in the week of the training.

SECTION VI. ACTING PAY:

Employees who are assigned to work in a higher-level position will be compensated an additional 5% above their base pay, only if the employee works one complete workday or longer in the position.

SECTION VII. LEAD ASSIGNMENTS:

City agrees to establish four lead assignments, two in Records, and two in Communications. Lead assignments will be compensated at an additional 5% above the base pay hourly rate. Management will determine the criteria and selection for lead assignments. The City agrees to meet and confer over the development of job descriptions for Lead assignments in Records and Communications.

SECTION VIII. OVERTIME:

- A. Overtime shall be paid at one-and-one-half (1 1/2) times the regular rate of pay for all hours exceeding forty hours in any one work week. When employees are called out after completing their shifts, they shall be paid a minimum of four hours. All time, including the first half-hour, will be compensatory time off or paid at the employee's option, when an employee works more than one-half hour. For the purpose of calculating overtime, paid sick leave will count as time worked in arriving at forty hours.
- B. Compensatory time off shall not be used to earn overtime. However, in a case where the employee has prior approval of their supervisor to utilize comp time to be absent, and additional unscheduled hours are worked as a result of supervisory orders, then the employee shall have the option to either receive compensation at the applicable overtime rate, or to cancel the request to utilize comp time off for that work period.

SECTION IX. CALL/COURT TIME:

Employees who are off-duty and who are placed on court standby due to a work-related subpoena will be compensated at a rate of four (4) hours of straight time pay whether on standby for a morning and/or afternoon session. If a scheduled standby is cancelled and the employee is not advised (either via phone call, voicemail or text message) of the cancellation before 5:00 p.m. on the day prior to the subpoena date, the employee will receive four (4) hours Court Standby pay. Employees who are scheduled for standby duty will advise the department of a telephone number where they can be either reached or a message can be left to advise them of the cancellation.

Court Appearance:

- A. An off-duty employee who is called to appear in court will be paid at a rate of time and one-half (1 ½) the regular rate of pay for actual time spent in work-related court appearances, with a minimum of three (3) hours at time and one half rate the employee's regular rate. An employee who is on standby for a morning court session and then called to testify during the afternoon session shall be paid court standby pay for the morning and court appearance pay for the afternoon.
- B. Employees receiving Court Pay do not also receive Standby compensation for the same court session.

SECTION X. STAND-BY/ON-CALL PAY:

Animal Control Officers who are on stand-by will be compensated as follows:

- Monday – 1.5 hours stand-by pay;
- Tuesday – 1.5 hours stand-by pay;
- Wednesday – 1.5 hours stand-by pay;
- Thursday – 1.5 hours stand-by pay;
- Friday – 1.5 hours stand-by pay;
- Saturday, Sunday and holidays – 4 hours stand-by pay.

Stand-by is paid at straight time hourly rate of pay or straight time in compensatory time.

The City will continue existing stand-by/on-call pay for only those animal control officers currently receiving this benefit; however, this benefit will be eliminated once those existing officers separate from service with the City.

SECTION XI. SHIFT DIFFERENTIAL:

Shift Differential pay is as follows:

- A. Day watch, no shift differential;
- B. Swing shift, \$0.75/hour;
- C. Graveyard, \$1.50/hour

Employees are eligible for shift differential pay if the preponderance of their regularly scheduled shift falls within the listed hours. Employees are not eligible for partial hours, or combined levels of shift differential pay (i.e., employees will only receive one shift differential rate, either swings or graves).

Any changes in the shift differential schedule will be approved by the Chief of Police or his designee.

The current assigned shifts are:

- A. CSOs: 0530 to 1530 (days); 1100 to 2100 (swings); 2000 to 0600 (graves);
- B. Records: 0630 to 1530 (days); 1430 to 2330 (swings); 2230 to 0730 (graves);
- C. ACOs: 0600 to 1600 (days); 0900 to 1900 (considered days); 1200 to 2200 (swings); no “graves” for ACOs;
- D. Dispatchers: 0600 to 1800 (days); 1200 to 2400 (swings); 1800 to 0600 (graves).

SECTION XII. BILINGUAL PAY:

All unit members are eligible for bilingual pay for Spanish, Korean, and American Sign Language, or any language which the Chief of Police has determined as needed for City business and approved by the City Manager, and are required to provide bilingual service, and have passed the required qualifying written and/or oral examination. The City will pay \$250 per month for fluency and \$175 per month for “conversational” fluency.

SECTION XIII. UNIFORM ALLOWANCE:

- A. The City will provide uniforms for all non-sworn employees except Senior Police Secretary, and Community Service Officers assigned to youth services. These uniforms will be replaced, as needed, as determined by the Chief of Police or his designee. A uniform-maintenance allowance will be provided at the rate of Four (\$4.00) Dollars per week for all those employees wearing uniforms, except that the Animal Control Officers will receive Eight (\$8.00) Dollars per week. Uniform-maintenance allowances shall be paid on an annual basis, with the first paycheck in December. Should an employee leave the service prior to the December date, a prorated share earned will be paid.
- B. The value of uniform allowance shall be reported to CalPERS as pensionable compensation on behalf of all eligible employees in accordance with applicable PERS requirements and pursuant to the Public Employees’ Pension Reform Act (PEPRA).
- C. The City will provide uniform allowance in the amount of \$950 per year for Animal Control Officers and Community Services Officers and all other members will receive \$850 per year.

ARTICLE THREE – FRINGE BENEFITS

SECTION I. CAFETERIA INSURANCE CONTRIBUTION:

The City contracts with the California Public Employees’ Retirement System (CalPERS) for the provision of medical insurance.

- A. City Contribution: The following monthly cafeteria contribution will be made on behalf of each member. Any unused City contributions will not be received by the employee in the form of cash or other benefit:

Effective December 1, 2021:

<u>Employee</u>	<u>Employee+1</u>	<u>Employee+2 or More</u>
\$1,450	\$1,500	\$1,650

Effective December 1, 2022:

<u>Employee</u>	<u>Employee+1</u>	<u>Employee+2 or More</u>
\$1,450	\$1,600	\$1,750

B. Dental Insurance:

Employees and their qualified dependents may enroll in any dental insurance plans offered by the City, to include Police Delta Dental PPO, Miscellaneous Delta Dental PPO or Delta HMO.

Any required premiums for dental insurance plan must be deducted from the monthly cafeteria insurance contribution. The employee will pay premium costs in excess of the City's insurance contribution.

C. Vision Insurance:

The City will provide a vision insurance plan. Employees and their qualified family members may enroll in a City sponsored vision plan.

Any required premiums for vision insurance must be deducted from the monthly cafeteria insurance contribution. The employee will pay premium costs in excess of the City's insurance contribution.

D. Life Insurance:

All employees will be covered by a \$2,000 life insurance policy. Premiums will be paid from either the City's cafeteria insurance contribution (up to the maximum), or by the employee if the employee is using the maximum City contribution for insurances.

E. Long Term Disability:

The City and Association agree that LTD premiums will be entirely employee-paid (from taxed income) and will no longer be paid through City's insurance contribution.

F. Opt-Out Provision:

Employees who provide the City with satisfactory proof of alternate group health coverage comparable to the City's offered health insurance plans can decline, in writing each open enrollment period, coverage on the City's medical insurance plans. The alternative health coverage must meet all requirements of the Affordable Care Act (ACA) and related regulations for an eligible Opt-Out Arrangement.

The City shall contribute \$290 per month to employees that opt-out.

SECTION II. PUBLIC EMPLOYEES RETIREMENT SYSTEM:

The City contracts with the Public Employees' Retirement System for administration of the retirement program.

A. Retirement Formula for Miscellaneous Employees

Tier 1 – (Classic) Employees hired on or before January 13, 2012 Unit members (and not "new members" as defined by the Public Employees' Pension Reform Act of 2013 - PEPRA):

- 2% @ 55 formula
- Calculations based upon single highest year.

Tier 2 – “Classic” Employees hired on or after January 14, 2012 Unit members (and not "new members" as defined by the Public Employees' Pension Reform Act of 2013 - PEPRA)

- 2% @ 60 formula
- Calculations based on highest three continuous years average

Tier 3 – (PEPRA) Employees hired on or after January 1, 2013 who are defined as "new members" under the PEPRA at Government Code section 7522.20(a).

- 2% @ 62 formula
- Calculations based on highest three continuous years average

B. Contributions

- 1) “Classic” PERS membership employees subject to the 2% @ 55 and 2% @60 formulas pay the seven percent (7%) member contribution.
- 2) PEPRA membership employees subject to the 2% @62 formula pay the statutorily mandated employee contribution rate of one half of the total normal cost.
- 3) Effective July 7, 2018, all Tier 1, Tier 2 and Tier 3 employees shall pay an additional one percent (1%) of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code Section 20516(f) for a total of eight percent (8%) for “Classic” Tier 1 and Tier 2 members and the statutorily mandated 50% of the normal cost plus an additional one percent (1%) for Tier 3 PEPRA members.

SECTION III. RETIREMENT HEALTH SAVINGS PLAN:

The City and LHPA have mutually agreed to establish a Retirement Health Savings Plan to be funded by both City and employee contributions.

The City agrees to allow the Association to designate a retiree medical trust plan as long as it complies with IRS guidelines and does not conflict with the ICMA-RC service agreement for Health Reimbursement Arrangements.

- A. The City agrees to contribute \$10 per month for each unit member into a Retirement Health Savings Plan.

- B. All employees will contribute \$20.00 a month to the plan.
- C. In addition, all sub-groups will have the following money allocated to the plan upon separation from the City as follows:

1. Property Technicians, Records Specialists, Records Supervisor, and Police Chief Secretary:

<u>Years of Service</u>	<u>Leave Allocation</u>		
	<u>Sick Time*</u>	<u>Comp Time</u>	<u>Vac/Holiday</u>
25+ years	100%	100%	0%
20-25 years	50%	0%	0%
15-20 years	50%	0%	50%
10-15 years	50%	0%	50%
5-10 years	100%	100%	100%
0-5 years	50%	0%	50%

2. Community Service Officer, Community Service Officer II, Animal Control Officer, Sr. Animal Control Officer, Youth Service Officer, and Police Officer Trainee:

<u>Years of Service</u>	<u>Leave Allocation</u>		
	<u>Sick Time*</u>	<u>Comp. Time</u>	<u>Vac/Holiday</u>
25+ years	0%	0%	0%
20-25 years	50%	0%	0%
15-20 years	50%	0%	50%
10-15 years	50%	0%	50%
5-10 years	0%	0%	0%
0-5 years	50%	0%	50%

3. Dispatcher, Dispatch Supervisor, Support Services Manager:

<u>Years of Service</u>	<u>Leave Allocation</u>		
	<u>Sick Time*</u>	<u>Comp. Time</u>	<u>Vac/Holiday</u>
30+ years	0%	0%	0%
25-30 years	50%	0%	0%
20-25 years	50%	0%	50%
15-20 years	50%	0%	50%
10-15 years	50%	0%	50%
5-10 years	50%	0%	50%
0-5 years	50%	0%	50%

* (Note: eligible sick leave payoff is currently 25% after 5 years of service and 50% after 10 years of service up to the maximum cap of either 1280 hours or 800 hours depending on hire date; vacation is paid off at 100%).

SECTION IV. WELLNESS EXAMINATION:

Effective July 3, 2021, the City agrees to reimburse employees up to \$200 per year for wellness examinations, fitness equipment, fitness or self-defense classes, fitness application, or annual membership to a gym, dojo, or yoga studio as part of maintaining wellness. All requests for reimbursements will be made on an annual basis only (monthly receipts will not be accepted).

ARTICLE FOUR – LEAVES

SECTION I. VACATION LEAVE:

Vacation Accrual System:

- A. 1 through 4 years = 80 hours
- B. 5 through 9 years = 120 hours
- C. 10 through 14 years = 160 hours
- D. 15 years and over = add 8 hours per year to 200 hour maximum.

Employees are not permitted to use leave prior to its accrual (i.e., no negative vacation hours).

Pursuant to Personnel Rules and Regulations, Section 502.2(12), the maximum allowable accumulation of vacation leave shall be two (2) years of annual accrual. Employees will not accrue vacation hours in excess of this amount.

SECTION II. VACATION BUY BACK:

- A. Employees may buy back up to a maximum of 120 hours of vacation or compensatory time in a fiscal year, provided the employee uses an equivalent number of hours of vacation as time off (i.e., one hour of vacation time off for one hour of vacation buy back) for the first 80 hours during the fiscal year. Employees who do not use the required number of vacation hours as time off by the end of the fiscal year will not be permitted to buy back any additional hours until they have used the required number of hours as time off. On a case-by-case basis, with a showing of demonstrable evidence of a financial hardship, the Chief of Police, with the concurrence of the City Manager, may allow an employee to exercise the buyback option for more than 120 hours during the fiscal year. Examples of financial hardship could include foreclosure of or eviction from a primary residence or a major illness.

SECTION III. VACATION FUNDING OF RELEASE TIME:

- A. Every Unit Member may contribute 0.25 hours of vacation time each payroll period to a “bank” that shall be available for use by members of the Association Board of Directors for purposes of attending employment relations-related conferences, training/educational programs and for the conducting of Association-related business.

The "Association Board of Directors" shall be defined as including only the Association President, Vice President, Secretary, Treasurer, and any three (3) additional Association members who have been elected as members of the Board.

La Habra Police Association (LHPA) Committees shall be appointed by the President or Executives from time to time as deemed necessary to carry on the business of the Association.

Use of any such hours shall be subject to all rules and regulations governing use of other types of leave time. In no case shall the "bank" have in excess of 750 hours in its account. Hours shall be distributed at the hourly rate of the particular Board Member utilizing the time off. Banked time utilized by any Board Member shall not be considered hours worked for purposes of computing overtime or for any other purposes. Effective July 1, 2014, the City agrees to work with the association to establish a method and procedures to fund the previously agreed upon "Association Leave Bank."

- B. The City agrees that Police Association members may change their voluntary deduction of 0.25 hours of vacation time per pay period to one hour of vacation time every four pay periods (excluding type 3 payrolls). Members who have less than 80 hours of accrued vacation are exempt from considering the deduction.

SECTION IV. HOLIDAYS/COMPENSATORY TIME/PERSONAL LEAVE:

A. Holiday Leave:

1. Of necessity, holidays may not be taken on the actual day of the holiday. All accumulated holidays (eleven) must be taken by employees in time off. Holidays may be taken off in one hour increments at the rate of one day per month until all time is exhausted. Should employees desire to add holidays to their annual vacation, or take time at more than one day per month, they may do so by requesting such days at the same time as they request their annual vacation. The maximum holiday time to be taken in any month shall be forty (40) hours, including the month of annual vacation, and shall be approved by the Chief of Police insofar as the availability of additional time. Other holidays will be scheduled with the shift commander, will require a minimum of forty-eight (48) hours' notice and may be subject to denial on the basis of the overtime related cost of granting such use and/or any other basis where it is determined by the shift commander that use of CTO would negatively impact the efficient operation of the Department.
2. Effective July 1, 2000, holidays will be compensated at the same number of hours an employee works in a workday.
3. Employees may convert unused holidays to compensatory time at the end of each calendar year, provided they have not reached the maximum allowable compensatory time cap.
4. Effective July 3, 2021, the City will provide one additional holiday as Martin Luther King Jr. Day (the third Monday in January) for a total of 11 holidays.

B. Compensatory Time Off:

1. Compensatory time off will be scheduled with shift commander, will require a minimum of forty-eight (48) hours' notice and may be subject to denial on the basis of the overtime related cost of granting such use and/or any other basis where it is determined by the shift commander that use of CTO would negatively impact the efficient operation of the Department.
2. Effective July 1, 2013, the maximum compensatory time accrual cap will 440 hours for Communications Operators and 210 hours for all other employees.

C. Personal Day: All members of this unit are granted a personal day, each calendar year, of paid time off for personal business which may be used in one-hour increments and may be used to supplement 8 hour holidays. The number of hours paid for this personal day only will be based on the number of hours the employee normally works per day (i.e., employees working 3/12 = 12 hour personal day; employees working 4/10 = 10 hour personal day; employees working 9/80 = 9 hour personal day; employees working 5/40 = 8 hour personal day). Any portion of personal benefit remaining at the end of each calendar year shall be lost and shall not be carried over to the next year. Personal days are not counted as time worked in the calculation of overtime.

D. Employees requesting time off will not be permitted to be Absent Without Pay (AWOP) if they have eligible vacation, holiday, personal day, and/or compensatory leave available, unless there are extenuating circumstances which are presented in writing and approved, in advance, by the Department Director.

SECTION V. HARDSHIP TRANSFER:

Effective July 1, 1996, non-sworn employees will be permitted to transfer a maximum of 30 hours per month of accrued vacation or compensatory time only, to another City employee's leave accounts. Employee offering the transfer must have a minimum of 40 hours of leave banked prior to the transfer. For purposes of definition, hardship shall mean medical or family situation which causes an employee to be absent from work for an extended period of time, and which is designated as such by the Chief of Police, or his designee. A form exercising this option shall be completed prior to the transfer.

SECTION VI. SICK LEAVE:

- A. Employees hired on or after October 1, 1984 will receive the same sick-leave benefits except that maximum accumulation shall be one hundred (100) days.
- B. Employees with five or more years of continuous service will be paid 25% of accumulated unused sick leave on termination of employment. Employees leaving the service after ten years of continuous service for reasons of retirement or voluntary termination will be paid for 50% of accumulated unused sick leave.
- C. The City agrees to increase the sick time accrual to 10 hours per month (120 hours/year).
- D. Employees may use their accrued sick leave if they are a victim of domestic violence, sexual assault, or stalking to obtain any relief or services related to being such a victim, including but not limited to:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

SECTION VII. FAMILY SICK LEAVE:

A. Employees may use up to one-half (1/2) of their accrued sick leave (60 hours) per year for care of immediate family member. Family sick leave will include the following family members:

- A child who, for the purposes of this policy, includes a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

All other provisions regarding the accrual and use of family sick leave remain unchanged.

SECTION VIII. BEREAVEMENT LEAVE:

Bereavement leave shall be granted to an employee who is absent from work by reason of death in the immediate family.

- A. Bereavement leave shall not exceed three (3) calendar days with pay.
- B. Immediate family shall mean father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, and grandparents.

ARTICLE FIVE – GENERAL/MISCELLANEOUS PROVISIONS

SECTION II. CONFLICT OF INTEREST:

The State of California has passed a Conflict of Interest Law which may affect all or part of City's employees. Should an employee be required to file a financial statement, or other statement, as a result of the Conflict of Interest Law, the employee shall do so.

SECTION III. NO STRIKES, SLOWDOWNS OR SICK OUTS:

Association's non-sworn employees agree that Association will not sponsor, or sanction a strike, work stoppage or slowdown; and they further agree they will not use sick leave as a method of not reporting as assigned for their regular work schedule.

SECTION IV. USE OF CITY BUILDINGS:

When Association is using City Buildings for the purpose of meet-and-confer or other Association business, it first shall receive permission from the Chief of Police three days prior to such use. In the event of an emergency meeting, the Chief of Police may approve the use of City Buildings based on availability and other conditions existing at the time of the request.

SECTION V. SENIORITY:

Seniority will be used in the following processes; and, for these purposes, will be defined as time-in-grade:

- A. Seniority will be the determining factor in scheduling vacations, except for voluntary shift transfer by employees.
- B. Seniority will be the primary criteria in determining holiday and compensatory time off but will be subject to the needs of the Department. Bumping of previously-scheduled time off will not be permitted. Denial can informally be appealed to the Chief of Police.
- C. Seniority will be considered in assignments and work schedules but will not be the determining factor. A request for the reason that seniority is not followed, in any of these instances, may be made; and, if requested, must be answered in writing.

SECTION VI. DISCIPLINE AND GRIEVANCES:

Discipline and grievance procedures are outlined in the Police Department Rules and Regulations and City Personnel Rules.

SECTION VII. TRANSFERS:

City agrees it will not effect a permanent transfer without twenty-four hours' notice to the employee, however, this does not preclude temporary assignments on an emergency basis.

SECTION VIII. OTHER AGREEMENTS:

The City and the Association agree to continue to meet and confer to revise and modify the personnel rules such bargaining will be attempted jointly but LHPA reserves the right to negotiate separately at its discretion.

SECTION IX. SCOPE OF MEMORANDUM OF UNDERSTANDING:

It is understood and agreed that this MOU affects and applies only to the La Habra Police Association non-sworn personnel, and the employees within the scope of their representation, and the City of La Habra.

Except as modified herein, or by subsequent written agreement of the parties, all existing wages, hours and other terms and conditions of employment shall remain in full force and effect during the term of this agreement.

EXECUTED this 16 day of June, 2021 in the City of La Habra, California.

CITY OF LA HABRA

LA HABRA POLICE ASSOCIATION

By: 

By: 

By: 

By: 

By: _____

By: _____

**EXHIBIT "A"
HOURLY BASE RATE**

EFFECTIVE July 3, 2021		START	AFTER	MERIT + ONE YEAR							
POLICE - CIVILIAN		RATE	6 MOS	----IN PRIOR STEP----							
	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	
ANIMAL CONTROL OFFICER	P23A	25.488	26.762	28.100	29.505	30.980	31.919	32.557	33.209	34.039	
BUREAU MANAGER	P37	35.661	37.444	39.316	41.282	43.346	44.659	45.552	46.464	47.625	
COMM SERVICE OFFICER II	P30A	26.495	27.820	29.211	30.672	32.205	33.181	33.845	34.521	35.384	
COMMUN OPER SUPERVISOR	P32	32.153	33.761	35.449	37.221	39.082	40.267	41.072	41.893	42.941	
COMMUNICATIONS OPERATOR	P25	26.896	28.241	29.653	31.135	32.692	33.683	34.356	35.044	35.920	
COMMUNITY SERVICE OFFICER	P19	22.831	23.972	25.171	26.430	27.751	28.592	29.164	29.747	30.491	
CRIME ANALYST/INF SPEC	P35	31.840	33.432	35.103	36.858	38.701	39.874	40.671	41.485	42.522	
CRIME PREV SPECIALIST	P23B	25.488	26.762	28.100	29.505	30.980	31.919	32.557	33.209	34.039	
COURT LIAISON	P19A	22.831	23.972	25.171	26.430	27.751	28.592	29.164	29.747	30.491	
POLICE ADMIN SPECIALIST	P22A	25.386	26.655	27.988	29.388	30.857	31.792	32.428	33.076	33.903	
POLICE OFFICER TRAINEE	P21	25.004	- SIX MONTH POSITION -								
POLICE RECORDS SPECIALIST	P09B	20.616	21.647	22.729	23.865	25.059	25.818	26.334	26.861	27.533	
POLICE SECRETARY	P20	23.077	24.231	25.442	26.714	28.050	28.900	29.478	30.068	30.819	
PROPERTY/EVIDENCE TECH	P09A	20.223	21.234	22.296	23.411	24.581	25.326	25.833	26.349	27.008	
RECORDS SPEC SUPERVISOR	P15	28.184	29.594	31.073	32.627	34.258	35.296	36.002	36.722	37.640	
SENIOR POLICE SECRETARY	P22A	25.386	26.655	27.988	29.388	30.857	31.792	32.428	33.076	33.903	
SR ANIMAL CONTROL OFFICER	P30	28.244	29.656	31.139	32.696	34.331	35.371	36.078	36.800	37.720	
SR PROPERTY EVIDENCE TECH	P30B	26.495	27.820	29.211	30.672	32.205	33.181	33.845	34.521	35.384	
YOUTH SERVICE OFFICER	P31	24.425	25.646	26.928	28.275	29.688	30.588	31.200	31.824	32.619	

**EXHIBIT "A" CONTINUED
HOURLY BASE RATE**

EFFECTIVE July 2, 2022		START	AFTER	MERIT + ONE YEAR							
POLICE - CIVILIAN		RATE	6 MOS	----IN PRIOR STEP-----			-----	-----	-----	-----	
	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	
ANIMAL CONTROL OFFICER	P23A	26.125	27.431	28.803	30.243	31.755	32.718	33.372	34.039	34.890	
BUREAU MANAGER	P37	36.553	38.380	40.299	42.314	44.430	45.776	46.692	47.625	48.816	
COMM SERVICE OFFICER II	P30A	27.157	28.515	29.941	31.438	33.010	34.010	34.690	35.384	36.269	
COMMUN OPER SUPERVISOR	P32	32.957	34.605	36.335	38.152	40.059	41.273	42.098	42.940	44.014	
COMMUNICATIONS OPERATOR	P25	27.568	28.947	30.394	31.914	33.510	34.525	35.215	35.920	36.818	
COMMUNITY SERVICE OFFICER	P19	23.402	24.572	25.800	27.090	28.445	29.307	29.893	30.491	31.253	
CRIME ANALYST/INF SPEC	P35	32.636	34.268	35.981	37.780	39.669	40.871	41.689	42.522	43.585	
CRIME PREV SPECIALIST	P23B	26.125	27.431	28.803	30.243	31.755	32.718	33.372	34.039	34.890	
COURT LIAISON	P19A	23.402	24.572	25.800	27.090	28.445	29.307	29.893	30.491	31.253	
POLICE ADMIN SPECIALIST	P22A	26.021	27.322	28.688	30.122	31.628	32.587	33.238	33.903	34.751	
POLICE OFFICER TRAINEE	P21	25.629	- SIX MONTH POSITION -								
POLICE RECORDS SPECIALIST	P09B	21.131	22.188	23.297	24.462	25.685	26.464	26.993	27.533	28.221	
POLICE SECRETARY	P20	23.654	24.837	26.078	27.382	28.751	29.623	30.215	30.819	31.590	
PROPERTY/EVIDENCE TECH	P09A	20.729	21.765	22.853	23.996	25.196	25.959	26.478	27.008	27.683	
RECORDS SPEC SUPERVISOR	P15	28.889	30.333	31.850	33.442	35.114	36.178	36.902	37.640	38.581	
SENIOR POLICE SECRETARY	P22A	26.021	27.322	28.688	30.122	31.628	32.587	33.238	33.903	34.751	
SR ANIMAL CONTROL OFFICER	P30	28.950	30.398	31.917	33.513	35.189	36.255	36.980	37.720	38.663	
SR PROPERTY EVIDENCE TECH	P30B	27.157	28.515	29.941	31.438	33.010	34.010	34.690	35.384	36.269	
YOUTH SERVICE OFFICER	P31	25.036	26.287	27.602	28.982	30.431	31.353	31.980	32.620	33.435	

**EXHIBIT "A" CONTINUED
HOURLY BASE RATE**

EFFECTIVE December 31, 2022		START	AFTER	MERIT + ONE YEAR							
POLICE - CIVILIAN		RATE	6 MOS	-----IN PRIOR STEP-----			-----	-----	-----	-----	
	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	
ANIMAL CONTROL OFFICER	P23A	26.125	27.431	28.803	30.243	31.755	32.717	33.372	34.039	34.890	
BUREAU MANAGER	P37	36.553	38.381	40.300	42.315	44.430	45.777	46.692	47.626	48.817	
COMM SERVICE OFFICER II	P30A	27.157	28.515	29.941	31.438	33.010	34.010	34.690	35.384	36.268	
COMMUN OPER SUPERVISOR	P32	33.781	35.470	37.243	39.106	41.061	42.305	43.151	44.014	45.115	
COMMUNICATIONS OPERATOR	P25	28.257	29.670	31.154	32.711	34.347	35.388	36.095	36.817	37.738	
COMMUNITY SERVICE OFFICER	P19	23.402	24.572	25.801	27.091	28.445	29.307	29.893	30.491	31.253	
CRIME ANALYST/INF SPEC	P35	32.636	34.268	35.981	37.780	39.669	40.871	41.689	42.522	43.585	
CRIME PREV SPECIALIST	P23B	26.125	27.431	28.803	30.243	31.755	32.717	33.372	34.039	34.890	
COURT LIAISON	P19A	23.402	24.572	25.801	27.091	28.445	29.307	29.893	30.491	31.253	
POLICE ADMIN SPECIALIST	P22A	26.021	27.322	28.688	30.123	31.629	32.587	33.239	33.904	34.751	
POLICE OFFICER TRAINEE	P21	25.629	- SIX MONTH POSITION -								
POLICE RECORDS SPECIALIST	P09B	21.131	22.188	23.297	24.462	25.685	26.463	26.992	27.532	28.221	
POLICE SECRETARY	P20	23.654	24.837	26.079	27.382	28.752	29.623	30.215	30.820	31.590	
PROPERTY/EVIDENCE TECH	P09A	20.729	21.765	22.854	23.996	25.196	25.960	26.479	27.008	27.684	
RECORDS SPEC SUPERVISOR	P15	28.889	30.333	31.850	33.443	35.115	36.179	36.902	37.640	38.581	
SENIOR POLICE SECRETARY	P22A	26.021	27.322	28.688	30.123	31.629	32.587	33.239	33.904	34.751	
SR ANIMAL CONTROL OFFICER	P30	28.950	30.398	31.917	33.513	35.189	36.255	36.980	37.720	38.663	
SR PROPERTY EVIDENCE TECH	P30B	27.157	28.515	29.941	31.438	33.010	34.010	34.690	35.384	36.268	
YOUTH SERVICE OFFICER	P31	25.036	26.288	27.602	28.982	30.431	31.353	31.981	32.620	33.436	