

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
THE CITY OF IRWINDALE AND  
THE IRWINDALE POLICE OFFICERS' ASSOCIATION**

**JULY 1, 2024 – JUNE 30, 2027**

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**ARTICLE 01**  
**RECOGNITION OF THE ORGANIZATION**

**SECTION 01.01      UNIT & UNION RECOGNITION**

For the purposes of meeting its obligations under this Memorandum of Understanding (hereinafter referred to as the "MOU"), the Meyers-Milias-Brown Act, Government Code Sections 3500 et seq, City rules, regulations, and/or laws affecting wages, hours, and other terms and conditions of employment, the City of Irwindale (hereinafter referred to as the "City") hereby affirms its recognition of the Irwindale Police Officers' Association (hereinafter referred to, along with any successor employee organizations, as the "Recognized Employee Organization"), an unincorporated association, as the exclusive and majority representative of the employee bargaining unit containing the following position titles and salary ranges, effective July 1, 2024, (hereinafter referred to as the "IPOA Unit"):

<b><u>Position Title</u></b>	<b><u>Salary Range</u></b>
Police Sergeant	63
Police Officer	52
Police Dispatcher/Clerk	38
Reserve Police Officer	Hourly (at will)

**ARTICLE 02**  
**TERM OF MOU**

**SECTION 02.01      TERM ESTABLISHED**

The term of this MOU shall be effective from and after July 1, 2024 and shall expire at midnight on June 30, 2027.

**ARTICLE 03**  
**CITY MANAGEMENT RIGHTS**

**SECTION 03.01      CITY RESPONSIBILITIES AND RIGHTS**

Except as expressly modified or restricted by a specific provision of this MOU, past practice, or other City enactment, federal or state law, all managerial rights, prerogatives, and functions that are inherent and/or established by statute, regulation, local ordinance, local resolution, or judicial, administrative or common law, are retained and vested exclusively in the City.

**ARTICLE 04**  
**EMPLOYEE ORGANIZATION RIGHTS**

**SECTION 04.01      MEMBERSHIP AND DUES DEDUCTION**

Recognized Employee Organization is the exclusive bargaining agent for the Unit and shall have the sole and exclusive right to have membership dues and other authorized payments deducted for member employees covered by this Agreement by the City.

Recognized Employee Organization shall certify that it has and will maintain authorizations signed by each member employee for the deduction of membership dues and other authorized payments, and shall provide the certification to the City on an annual basis. Recognized Employee Organization shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or the terms of the authorization.

Upon the receipt of such certification from Recognized Employee Organization, the City shall provide for payroll deductions twice per month, with half of the monthly dues deducted from the first paycheck of the month, and the remaining balance of the monthly dues deducted from the second paycheck of the month, for a total of 24 deductions per calendar year of Recognized Employee Organization's dues and other authorized payments, in the amount certified to be current by Recognized Employee Organization. The City shall remit the total amount of deductions and authorized payments to Recognized Employee Organization on a monthly basis. The City shall make, cancel, or change membership dues and other authorized payments only upon receipt of certification from Recognized Employee Organization, and shall decline to make, cancel, or change membership dues and other authorized payments from any individual employee. Any change or cancellation in dues deductions shall be certified and provided to the City within thirty (30) days prior to the effective date of such change or cancellation. Recognized Employee Organization shall notify the City within ten (10) working days of any discrepancy(ies) concerning dues or other authorized payments pursuant to this Article. If Recognized Employee Organization does not notify the City of any discrepancy within ten (10) days, then the City shall be relieved of any responsibility.

Membership within and/or payment of any dues or fees to Recognized Employee Organization shall not be a condition of employment with the City. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining Recognized Employee Organization.

#### **SECTION 04.02 INDEMNIFICATION OF CITY**

Recognized Employee Organization shall indemnify, defend, and hold harmless the City for (i) any claims made by an individual employee relating to deductions made in reliance upon any certification from Recognized Employee Organization; and (ii) any liability arising from any claims, demands, or other action relating to the City's compliance with this provision relating to maintenance of membership. The City shall have the right to select and direct legal counsel in the case of any challenge to the City's compliance with this provision, and Recognized Employee Organization agrees to pay any attorney, arbitrator, or court fees, costs and expenses related thereto or associated therewith. Any claims, demands, disputes arising from the application or interpretation of this provision shall be filed with Recognized Employee Organization and shall not be subject to the City's grievance procedure.

#### **SECTION 04.03 REPRESENTATIVES' RIGHTS**

The Recognized Employee Organization may select a total of four (4) representatives for the IPOA Unit for purposes of labor negotiations. The Recognized Employee Organization shall give to the City a written list of employees who have been selected as representatives upon written request of the City. For purposes other than labor negotiations (such as grievances and/or disciplinary actions), IPOA Unit members shall be entitled to select any one representative of their choice from the IPOA Unit and/or an attorney to assist them in such matters.

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as representatives.

Representatives shall notify and obtain permission from their supervisor before leaving their work to transact any employee organization business. Permission will be granted promptly unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the representative will be immediately informed when the time will be available.

The Recognized Employee Organization agrees that a representative shall not log compensatory time or overtime pay for the time spent performing any function of a representative.

**SECTION 04.03 ALLOWED TIME FOR REPRESENTATIVES.**

The City agrees to allow representatives an average of two (2) hours per month to transact and discuss employee organization business during their regular working hours subject to the discretion of the Chief of Police or designee.

**SECTION 04.04 ACCESS TO NEW EMPLOYEE ORIENTATIONS AND PROVISION OF NEW EMPLOYEE INFORMATION (AB 119 PROVISIONS)**

The City will notify the Union President in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Union President with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

The Union shall be permitted one (1) hour for each orientation session to talk to new Unit members to explain the rights and benefits under the MOU.

The City will provide the Union President a quarterly list of all employees in the Unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

**ARTICLE 05**  
**NO STRIKE - NO LOCKOUT PLEDGE**

**SECTION 05.01 EMPLOYEE ORGANIZATION PROHIBITED CONDUCT**

The Recognized Employee Organization, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any employee shall constitute a just cause for discipline. Taking joint action or joining other employee organization(s) to engage in such activity is included in this prohibition.

## **SECTION 05.02 CITY PROHIBITED CONDUCT**

The City agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this MOU or applicable ordinance or law.

## **ARTICLE 06 BASIC COMPENSATION PLAN & OTHER PAY BENEFITS**

### **SECTION 06.01 BASIC COMPENSATION PLAN**

The City has established a basic compensation plan through Council Resolution for all represented unit members.

### **SECTION 06.02 SALARY AND WAGE SCHEDULES**

- A. FY 2024-25: Effective September 1, 2024, there shall be a five percent (5%) across-the board base salary cost of living adjustment ("COLA") increase for all employee classifications in the IPOA bargaining unit. Bargaining unit members' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA. The salary schedule is set forth in Attachment A-1.
- B. FY 2025-26: Effective the first payroll period commencing on or after July 1, 2025, there shall be a four percent (4%) base salary increase for all IPOA represented employees. Bargaining unit members' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA. The salary schedule is set forth in Attachment A-2.
- C. FY 2026-27: Effective the first payroll period commencing on or after July 1, 2026, there shall be a three and a half percent (3.5%) base salary increase for all IPOA represented employees. Bargaining unit members' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA. The salary schedule is set forth in Attachment A-3.

### **SECTION 06.03 BILINGUAL BONUS PAY**

Effective September 1, 2024, full-time and part-time IPOA Unit members shall be entitled to bilingual pay in addition to basic compensation. Part-time members shall be paid at the rate of \$0.50 per hour. Full-time members shall be paid at a capped single or combined rate of two and one-half (2.5%) percent of basic compensation, whichever is greater. These payments shall be made per pay period to those employees who prove proficient in Spanish and/or American Sign Language, and are required to use such languages during the course of City business. The City shall determine qualification requirements and an appropriate exam, which the employees will be required to meet and pass, respectively.

### **SECTION 06.04 EDUCATION INCENTIVE BONUS PAY**

- A. The education incentive bonus pay authorized by the previous IPOA MOU continued up to August 31, 2024. Effective September 1, 2024, sworn full-time IPOA Unit members shall be entitled to receive education incentive bonus pay in

addition to basic compensation (with a maximum educational incentive bonus of fifteen percent (15%) of basic compensation) for obtaining California Police Officers Standards and Training (P.O.S.T.) Certificates and College or University Diplomas as set forth by the percentages of basic compensation listed below (but with no doubling of degrees such as two BA degrees, two MA degrees, etc.):

2.5%	Bonus for Intermediate Certificate;
2.5%	Bonus for Advanced Certificate;
2.5%	Bonus for Supervisory Certificate;
2.5%	Bonus for AA/AS Degree or achieved at least "Junior" status or higher at a four year college or university ( <i>Junior status is defined as having completed 60 semester or 90 quarter units</i> )
2.5%	Bonus for BA/BS Degree;
<u>2.5%</u>	<u>Bonus for MA/MS Degree.</u>
15%	Maximum educational incentive bonus

B. Non-sworn IPOA Unit members shall be entitled to receive education incentive bonus pay in addition to basic compensation as follows in place of receiving the two and one half percent (2.5%) bonus pay referenced in Section 6.04 A above and still with the limitation of no doubling of degrees or cumulative degrees:

1. Unit members with A.A./A.S. degrees or Junior status at college or university. Unit members who have been awarded at minimum an Associate in Arts ("A.A.") degree, an Associate of Science ("A.S.") degree or achieved at least "Junior" year status or higher at a four year college or university, will receive an additional one thousand two hundred dollars (\$1,200) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.
2. Unit members with B.A./B.S. degrees. Unit members who have been awarded a Bachelors of Arts ("B.A.") or Bachelors of Science ("B.S.") degree will receive an additional one thousand five hundred dollars (\$1,500) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.
3. Unit members with Master's degree. Unit members who have a Master's degree will receive an additional one thousand eight hundred dollars (\$1,800) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.
4. Unit members without a degree or less than Junior status at college or university. Unit members who do not meet the degree or educational requirement in subparagraphs 1-3 above, shall be provided an education incentive at a rate of five dollars (\$5.00) per month for each three (3) units completed, up to a maximum of one-hundred dollars (\$100.00) per month for courses taken while employed with the City. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

- C. Effective September 1, 2024, the effective date of the incentive bonus pay will be the date on the proof of education or certificate and will be retroactive to no more than thirty (30) days from when proof of education or certificate is received by Human Resources.

**SECTION 06.05 WATCH COMMANDER PAY**

One and one half hours at time and a half of bonus pay for full-time officers acting in the capacity of watch commander. Hours worked will be prorated in increments of .25 of an hour, or 15 minutes. An officer servicing in the special assignment of Corporal is not eligible for the pay provided by this Section.

**SECTION 06.06 SPECIAL ASSIGNMENT PAY**

IPOA Unit members in the following special assignments shall receive the following special assignment bonus pay in addition to basic compensation:

- 5.0% for up to four (4) Police Corporals (based on current staffing levels and needs of the department);
- 5.0% for Detective;
- 5.0% for Detective Sergeant;
- 2.5% for Range Master;
- 5.0% for Motor Officer;
- 5.0% for Commercial Enforcement Officer;
- 5.0% for K-9 Officer
- 2.5% for officers acting in the capacity of a Field Training Officer; and
- 2.5% for full-time permanent Police Dispatcher/Clerks who are acting in the capacity of "Training Dispatcher."

**SECTION 06.07 RESERVE OFFICER PAY**

The City has two reserve officer classifications, Level I and II, as designated by P.O.S.T. guidelines and who are at-will employees which receive the following pay:

- A. Level I: Receives bottom step patrol pay;
- B. Level II: Minimum Wage

**SECTION 06.08 UNIFORM ALLOWANCE**

IPOA Unit members in the following categories shall receive an annual uniform allowance on a separate paycheck to coincide with second paycheck in July as follows:

- A. \$1,400.00 for all full-time sworn IPOA Unit members;
- B. \$750.00 for all sworn Reserve Police Officer IPOA Unit members;
- C. \$900.00 for all full-time Police Dispatcher/Clerk IPOA Unit members;

## **SECTION 06.09 ANNUAL SERVICE AWARD PAY**

Full-time Unit members covered by this MOU shall be entitled on each qualifying employee's fifth (5th) consecutive employment year to "Annual Service Award" pay of thirty dollars (\$30.00) for each year worked, which shall be paid in December of the qualifying year at the Employee Annual Service Award Luncheon. If there is no Award Luncheon planned for the year, payment of the service award on a separate check shall coincide with the first paycheck in December of the qualifying year. Part-time employees receive a service award of ten (\$10.00) under the same terms. The Unit member must still be employed by the City at the time of the payment to be eligible for this Annual Service Award pay.

## **SECTION 06.10 LONGEVITY BONUS**

Full-time Unit members covered by this MOU hired on or before June 30, 2010 shall be entitled to receive a lump sum twenty thousand dollar (\$20,000) longevity bonus only upon meeting each and all of the following terms and conditions:

- A. The employee must retire from service at the City (which may include a disability retirement);
- B. At the time of retirement, the employee must have completed a minimum twenty-five (25) years of continuous service with the City;
- C. The applicable starting date for determining the longevity bonus shall be the first day the employee performed compensable services as a regular full-time employee of the City; AND
- D. No longevity bonus shall vest until the employee retires from the City.

All new employees hired on or after July 1, 2010 shall not be entitled to receive any longevity bonus.

## **SECTION 06.11 MINIMUM PROMOTIONAL COMPENSATION**

City Personnel Rules 5.15.1 B is incorporated herein and requires that where an IPOA Unit member "who is promoted shall be compensated at the Step in the new salary range which comes nearest to but not less than five (5%) percent higher than the Step the employee held in the previous salary range."

## **SECTION 06.12 CORPORAL PAY AND ELIGIBILITY PROTOCOL**

To be considered for the Police Corporal special assignment, candidates must meet the following eligibility requirements at the time of application deadline: Possession of an Intermediate POST Certificate, four years as a full-time police officer with at least two years as a full-time Irwindale Police Officer. Appointment to this special assignment shall be at the City's sole discretion consistent with the Police Department Policy Manual.

## **SECTION 06.13 COMPENSATORY LEAVE**

Effective September 1, 2024, eligible IPOA Unit members may accrue a maximum of one hundred forty (140) hours of compensatory leave.

## **SECTION 06.14 TUITION REIMBURSEMENT PROGRAM**

City Personnel Rules Section 15.25 as applied to full-time Unit members is modified by this provision to the extent that the City and the Recognized Employee Organization agree that the City determines funding levels to be set at fifteen thousand dollars (\$15,000) total for all full-time IPOA members combined per fiscal year for IPOA member tuition reimbursement during the term of this MOU. IPOA members applying for tuition reimbursement will initially receive twenty percent (20%) of the allocated fifteen thousand dollars (\$15,000) per fiscal year. If, at the end of the fiscal year, uncommitted/unencumbered funds are available in the IPOA tuition reimbursement account, these remaining uncommitted/unencumbered funds will be used to further reimburse those employees who have accumulated reimbursable educational expenses in excess of twenty percent (20%) of the total available for that fiscal year. If more than one employee incurs such additional expenses, distribution of the remaining funds will be made equally among said qualifying employees until each individual employee has been fully reimbursed or until the funds have been depleted, whichever occurs first.

To be eligible for reimbursement, unit members must have completed their probationary period. Reimbursement requests must be submitted within 60 days of completing the class or coursework or receiving the passing grade. In addition, the institution must be accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

All courses taken and completed must have prior written approval of the Chief of Police or designee and the City Manager or designee and be related to the Unit member's employment with the City, unless the course is part of classes necessary for obtaining a degree. Upon completion of each course, the Unit member must complete the appropriate City form requesting tuition reimbursement. Reimbursement will be made only after an employee has satisfactorily completed the class or workshop with the grade of C or better or equivalent completion and that evidence of same has been submitted and approved by the Personnel Officer. Unit members requesting reimbursement for course-related textbooks are required to turn the books in to the Human Resources Department. Textbooks should not be marked or written in and they must be in usable condition.

## **SECTION 06.15 CANINE MAINTENANCE**

The parties agree that 13.0 hours of work time per pay period shall constitute equitable and reasonable time worked for any and all maintenance of the assigned canine (if and when canine service is again utilized.)

## **ARTICLE 07 HOURS, WORK SCHEDULES & OVERTIME**

### **SECTION 07.01 SWORN NORMAL WORKWEEK & PAYBACK TIME**

For purposes of IPOA Unit sworn personnel, the City designates and declares an established and regularly occurring twenty-eight (28) consecutive day work period pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §207(k). The City will pay sworn IPOA Unit members overtime for any hours deemed to have been worked in excess of one-hundred sixty (160) during the designated work period. Overtime requests shall be submitted when IPOA Unit members work hours outside their regularly scheduled shifts, but such requests shall be reconciled against the

one-hundred sixty (160) or forty (40) hour requirement applicable to their sworn or non-sworn position.

Effective November 18, 2008 the City implemented a work schedule consisting of an alternative 3/12.5 flexible work week consisting of three (3) consecutive days with each being a straight 12.5 hour work day.

For sworn personnel, ten (10) hours of additional time worked during a four-week period will go toward payback hours (i.e., court, training, range, patrol overtime, special assignment) counted at straight time. This flexible payback time is necessary for sworn IPOA unit members to meet their one-hundred sixty (160) hour over the twenty-eight (28) day work period obligation. This time shall under normal circumstances be prescheduled for patrol positions as part of a "payback" shift, with the exception on the rare occasion when unforeseeable circumstances may arise requiring more flexibility of proactive scheduling by department management. A training calendar will also be developed and must be adhered to during the twenty-minute schedule overlap. Hours that will not count toward payback time include speedway, watch commander pay, any other reimbursable or grant related assignment and will be paid at time and one half. Any payback time not paid back at the end of the four (4) week work period of sworn employees shall be deducted from the employees' accrued compensatory time or accrued vacation. It is understood that IPOA unit members desire to work off their payback time and do not wish to use vacation or compensatory time, if possible.

A Police Officer may work the payback time off in training or patrol if scheduled. It is agreed that a Police Officer or other employee may be ordered to work at a certain time as needed by the Department upon being given forty-eight (48) hours advance notice. An employee may be ordered to work in an emergency without respect to the forty-eight (48) hour rule. An employee may volunteer to work payback time off at any time when the Chief of Police or designee determines there is a need for additional help. An officer's prescheduled payback shift shall not be canceled unless that officer is given at least seventy-two (72) hours notification prior to that prescheduled payback shift.

Court time may be used to satisfy the payback time obligation each month. No IPOA Unit member, however, will be paid for the hours between Night Watch or End of Watch (E.O.W.) at 6:00 a.m. and the time court pay becomes effective (8:00 a.m. or later). A Night Watch Officer will not be held over to cover for a Day Watch Officer who is required to be in court. The Day Watch will suspend minimum manning requirements if the Officer will be in court only a short time. If a longer court session is required, the Watch Commander may make other arrangements as required, recognizing that a Night Watch Officer who is asked to fill in for an Officer leaving for court will not be paid until 8:00 a.m. or later when the Day Watch Officer actually leaves for court.

## **SECTION 07.02 POLICE DISPATCHER/CLERK WORKWEEK**

For Police Dispatcher/Clerks covered by this MOU, the agreed work schedule is a forty (40) hour work week consisting of three work days of any combination of 13.5, 13.5 & 13 hour work shifts that equal forty (40) hours in a workweek with no payback time owed. It is agreed that dispatcher/clerks are to remain on-call and remain in the Police Department while on their thirty (30) minute paid meal break during their shifts. In exchange for this schedule, the City had increased dispatcher/clerks salary cost of living adjustment pay an additional one (1%) percent over sworn IPOA Unit members to compensate for lost built-in overtime, but the dispatcher/clerks agree to reduce their salary by one (1%) percent in the event that the City returns to a schedule that has built-in overtime.

### **SECTION 07.03      CALCULATION OF OVERTIME**

For non-exempt positions within the IPOA Unit, which do not meet one of the FLSA exemption categories, vacation or compensatory time used will be included as time worked for purposes of calculating FLSA overtime. Legal holidays, for which City Offices are closed, will be recognized as time worked for purposes of calculating FLSA overtime. Sick leave, evaluated on a per workweek basis, will not be recognized as time worked for purposes of calculating FLSA overtime; however, this does not apply to outside agency overtime assignments from which the City can recover full cost of the employee's overtime.

Overtime for non-exempt positions within the IPOA Unit shall be compensated in one of the following two ways:

- A. As paid time at the one-and-one half rate of pay; or
- B. As compensatory time as accrued at the one-and-one half rate of pay.

Compensatory time accumulated is vested time and must be utilized or paid in conjunction with termination of employment.

All overtime worked in less than one (1) hour increments in a work shift shall be compensated for in the following manner:

<u>Time Worked</u>	<u>Overtime Compensation</u>
0-15 minutes	.25 hour x 1.5
16-30 minutes	.50 hour x 1.5
31-45 minutes	.75 hour x 1.5
46-60 minutes	1 hour x 1.5

### **SECTION 07.04      4/10 WORK SCHEDULE FOR POLICE DETECTIVES, K-9 OFFICERS, COMMERCIAL ENFORCEMENT OFFICERS, AND MOTOR OFFICERS**

Commercial enforcement officers and motor officers shall be scheduled to work the 3/12.5 schedule as described in Section 7.01.

### **SECTION 07.05      PREPARATION OF WORK SCHEDULES**

Schedules will be prepared in advance by administrative staff and will cover a period of sixteen (16) weeks. Each schedule shall consist of a designated team of sergeant/supervisor, police officers and police dispatcher/clerks, with said team remaining intact for each sixteen (16) week schedule. Based upon the needs of the Department and their sole discretion, the Chief of Police or designee shall retain the right to modify any particular team member's shift schedule. Schedules for Sergeant and Patrol will be kept separately, but will change at the same time. The Chief of Police or designee may, if necessary, place a Senior Patrol Officer in the Sergeant's schedule. Dispatch scheduling, though separate, will change along with Patrol and Sergeant's schedules on a sixteen (16) week basis. New Patrol officers, including entry level and lateral officers, upon completion of their FTO training, will not rotate up in the schedule choice list for two shift periods (32 weeks). The Chief of Police or designee reserves the right to modify an individual's shift schedule at any time if Police Department needs require it. For sworn IPOA Unit members, routine shift changes on a day-for-day basis will continue to be permitted subject to current approval procedures; however, shift changes involving an entire four (4) week period or more will not be permitted.

## **SECTION 07.06      PART-TIME EMPLOYEE HOURS CAP**

The City reserves the right to not schedule or work part-time IPOA Unit members more than nine hundred ninety-nine (999) hours in any fiscal year.

## **SECTION 07.07      INJURY ON DUTY**

If the City is able to accommodate the work restriction(s) stipulated by the employee's medical provider, the employee shall be placed on light-duty status and may be assigned to work a 4/10 hour work week, Monday through Thursday, 0730 to 1800 hours. Any exceptions to this schedule may be made with appropriate advanced notice to the employee with approval of the Chief of Police or designee. Employees on light-duty status will work a 40-hour work week and are not authorized to work overtime or accrue compensatory time, unless authorized by the Chief of Police or designee, if deemed necessary. The City shall pay employees up to a maximum of four (4) hours per workday for doctors' appointments and/or medical treatment that occur during light duty work hours. Employees shall not be paid for doctors' appointments and/or medical treatment that occur during their scheduled time off. The City reserves the right to re-evaluate whether or not it can accommodate an employee's work restriction(s) while the employee is on light duty status. The City may change an employee's light duty status to off work status if the City can no longer accommodate the work restriction(s).

- A. If the City cannot accommodate the work restriction(s) stipulated by the employee's medical provider, the employee shall be placed on off-work status. The City reserves the right to re-evaluate whether or not it can accommodate an employee's work restriction(s) while employee is on off-work status. The City may change an employee's off work status to light duty status if the City can accommodate the work restriction(s).
  
- B. If an employee has been released to full duty but still requires ongoing medical treatment AND before the employee is declared permanent and stationary, the employee shall be paid for doctors' appointments and/or medical treatment, up to a maximum of four (4) hours per work day. However, ALL of the following conditions must be met:
  - 1. For Miscellaneous employees: Employee is scheduled to work during the appointment time.
  - 2. For Safety employees:
    - a) Employee is scheduled to work during the appointment time.
    - b) Employee's doctor's appointment or medical treatment is at a facility within 6 miles of Irwindale Police Station.
    - c) Employee remains in uniform and can respond to call for service.
    - d) Employee is driving a City vehicle.
  
- D. Employees released to full duty shall not be paid for doctors' appointments and/or medical treatment that occur during their scheduled time off.

**SECTION 07.08      SHOW-UP TIME**

Effective September 1, 2024, IPOA Unit members shall receive a minimum of four (4) hours for court show-up and three (3) hours for any other call in or call back such as, but not limited to, assigned special events and outside details.

**SECTION 07.09      COURT STANDBY TIME**

If a police employee is issued a valid Standby (On-Call) court subpoena and is off that day, they will be compensated from the hours of 0830 hours to 1700 hours unless or until notified by the court, the district attorney's office of the department's court liaison or supervisor, that the police employe is no longer on Standby. Standby compensation shall end concurrent with said notice being provided. The department court liaison officer or supervisor shall, notify the affected employee via telephone message and department email that he police employee is no longer on Standby. Notice is deemed made and completed at the time of the notice being transmitted. Notice shall be effective for all purposes in this section, regardless of whether or not the employee actually accesses the notice. Notices from the court or district attorney's office shall be effective for all purposes in this section, when transmitted either personally or in the manner provided herein by department personnel. If the police employee is not notified of the cancellation of the court Standby tie, the affected employee shall be permitted to submit of the time (0830-1700 hours) where they were not notified of the cancellation of the Standby time. The police employee will be compensated at the employee's regular pay rate, at half time, for the entire time the police employee is considered to be on Standby time. Example: A police employee is placed on court Standby time for the day. The court Standby time is 8.5 hours, however; the employee will be paid 4.25 hours at the regular rate for the court Standby time.

**ARTICLE 08**  
**VACATION BENEFIT**

**SECTION 08.01      VACATION ACCRUAL**

Unit members shall accrue vacation leave in accordance with the formula below. The number of hours accrued bi-weekly is as follows:

<b>Years of Service</b>	<b>Hours Accrued Bi-Weekly</b>
0-4	3.693
5	4.616
10	4.923
11	5.231
12	5.539
13	6.154

Accrual at the next highest incremental rate shall begin with the next pay period following the Unit member's anniversary date of commencement of full-time continuous employment with the City.

Effective September 1, 2024, hours accrued over two hundred seventy-five (275) shall be cashed out at one hundred percent (100%) to be included in the first paycheck in January 2025. The parties hereto modify/clarify the City's Personnel Rules Section 14.15.4 such that cash out of vacation leave shall be paid at the Unit member's "basic rate of pay" as opposed to "regular rate of pay."

Effective January 1, 2025 and going forward, the cap on vacation accrual shall be three hundred fifty (350) hours. Once an employee has accumulated the maximum accrual amount of three hundred fifty (350) hours, no more vacation leave will be accrued by the employee until the accrual has been reduced below the cap. However, when, due to work circumstances and needs of the department, an employee is unable to utilize vacation leave, they shall request approval for excess accumulated vacation. The City Manager or designee will not unreasonably deny such request, provided the employee reduces this total below the cap within six (6) months.

## **SECTION 08.02      USE OF VACATION**

The dates of vacation leave may be selected by the employee based upon the procedures set forth in the Department's General Orders except as modified herein, but shall be subject to prior approval of the employee's department head. Employees requesting over forty (40) hours of vacation must submit such requests with twenty-one (21) days advance notice. This notice requirement shall be excused only in cases of emergency as determined by the Department. All vacation time shall be taken in minimums of fifteen (15) minute increments.

A probationary employee shall not be eligible to utilize vacation leave during the first six (6) months of initial full-time employment with the City except with the prior approval of the employee's department head and the City Manager or designee.

## **ARTICLE 09 HOLIDAY BENEFIT**

### **SECTION 09.01      HOLIDAY PAY FOR FULL-TIME IPOA MEMBERS**

All full-time IPOA members shall annually receive a maximum of one hundred forty (140) hours paid at time and one half (1 ½) as follows: ten (10) hours paid on each of the first paycheck of the month for January through October, ten (10) hours paid the first paycheck in November, and ten (10) hours paid the second paycheck in November, ten (10) hours paid the first paycheck in December and ten (10) hours paid the second paycheck in December. Holiday time paid during any four (4) week period may not be used or credited against "payback" time. The Holiday pay provided by this Section is separate and distinct from regular work time and is not intended to create any additional or earlier obligation to pay overtime.

## **ARTICLE 10 LATERAL HIRE SPECIAL ACCRUAL AND BENEFIT RULES**

### **SECTION 10.01      SPECIAL RULES**

The following policy changes are agreed upon for newly hired lateral personnel who are hired into the IPOA Unit, with "lateral" being defined as coming from the same or a substantially similar position with another law enforcement agency and/or a person recognized as a "lateral" by the P.O.S.T. Commission. In addition, for sworn personnel, a lateral is defined as a candidate who possesses a Basic P.O.S.T Certificate, has completed probation at their current agency, and has successfully completed a Field Training (FTO) program.

- A. Lateral sworn personnel (and no others) shall have their probation reduced to a six (6) month period commencing from the date of employment, subject to extension as provided by the City Personnel Rules.
- B. Lateral Police Dispatchers/Clerks shall be subject to a reduced probation of only a six (6) month period commencing from the date of employment, subject to extension as provided by the City Personnel Rules.
- C. All IPOA Unit member laterals hired on or after November 5, 2017, shall start at the salary step within their classification salary range that is immediately above their previous rate of pay, but not to exceed a five percent (5%) difference, and only if such a step exists, otherwise it shall be top step of the classification salary range.

**ARTICLE 11**  
**LEAVES OF ABSENCE**

**SECTION 11.01      SICK LEAVE ACCRUAL**

Full-time IPOA Unit members shall be credited with 3.693 hours of sick leave bi-weekly per the City Personnel Rule 14.20.3. Use of sick leave shall be in accordance with City Personnel Rules Section 14.20.

**SECTION 11.02      ELECTIVE CASH OUT OF VACATION AND SICK LEAVE**

Annual elective cash-out of vacation and sick leave accruals shall be limited to a maximum of one hundred (100) total hours per calendar year of accrued vacation or sick leave to be converted, and, in compliance with Department of Treasury, Internal Revenue Service ("IRS") regulations (section 1.451-1(a)) must comply with the following:

- A. Any vacation or sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the calendar year in which the Employee wishes to convert such vacation or sick leave.
- B. All vacation and/or sick leave conversion elections are irrevocable and cannot be changed or amended unless a written rescission is received by Human Resources no later than December 15th of the calendar year prior to conversion.
- C. Unit members who fail to submit an election by December 15th of the calendar year prior to the conversion will not be eligible for vacation and/or sick leave to be converted to cash for that calendar year.
- D. Payments for accrued vacation and/or sick leave conversion to cash shall be made by separate check four (4) times a year (first pay period in September, December, March, and June).
- E. Unit members will be eligible for partial conversion to cash if the full amount of hours elected are not available at the elected time of cash out.

- F. Unit members may not convert sick leave in an amount that would reduce their sick leave balance to less than eighty (80) hours.
- G. Effective January 1, 2025 and going forward, Unit members may not convert sick leave in an amount that would reduce their sick leave balance to less than two hundred (200) hours.

The parties hereto modify/clarify the City's Personnel Rules Section 14.20.4 such that the City agrees to provide Sick Leave cash out upon an employee's separation or elective cash out request, as follows:

25%	over 800 hours
50%	481-800 hours
75%	1st 480 hours

Unit members hired on or after August 29, 2024, shall not be eligible for elective sick leave cash out or cash out of sick leave upon separation of employment or retirement from the City.

Unit members hired on or after August 29, 2024, shall be eligible to bring with them up to one hundred (100) hours of sick leave from their prior employer, so long as the new employee's prior employer did not compensate the employee for their sick leave bank.

Effective August 29, 2024, and going forward, Unit members who are terminated for cause shall not be eligible for any sick leave cash out upon termination of employment.

The parties hereto modify/clarify the City's Personnel Rules Section 14.15.4 such that cash out of both vacation and sick leave shall be paid at the Unit member's "basic rate of pay" as opposed to "regular rate of pay."

The cash out limit of one hundred (100) hours per calendar year shall not apply to any cash out of vacation or sick leave upon separation of employment or retirement from the City.

**SECTION 11.03      BEREAVEMENT LEAVE**

Consistent with the City's Bereavement Leave Policy, Unit members shall be entitled to bereavement leave of up to five (5) working days (no more than forty (40) hours of which would be paid for full-time unit members) per incident. If the Unit member requires more than forty (40) hours for bereavement, they may use vacation leave, sick leave, or compensatory time off that is otherwise available to the Unit member with prior approval, where appropriate.

**SECTION 11.04      TRAINING CONFERENCE LEAVE**

Except for Patrol Officers, when an employee is scheduled to attend a conference or training program Monday through Friday, their work hours will be 8:00 a.m. to 5:00 p.m., Monday through Friday, so there is no issue that they are eligible for overtime while attending the conference or training. "Payback" time will be applied for Patrol Officer training periods outside of the regular shift. When no "payback" time is available, overtime time will be paid or compensatory time will be accrued.

## **SECTION 11.05 JURY DUTY**

Any permanent or probationary full-time employee who is required to serve as a juror in any court of judicial action of this State or of the United States shall be entitled to a leave of absence with pay during such period of jury duty per the City Personnel Rules Section 7.05. An IPOA Unit member serving jury duty leave, however, shall not be granted additional compensation when such leave extends beyond the employee's regularly scheduled workdays per week to their days off. An employee scheduled for jury duty on a day off will be entitled solely to that employee's mileage and court provided compensation for that day, if any.

## **SECTION 11.06 WITNESS LEAVE**

The City Personnel Rules Section 7.05 JURY DUTY AND WITNESS LEAVE as applied to IPOA Unit members provides for non-work related legal witness leave.

## **ARTICLE 12 MEDICAL, INSURANCE AND RELATED BENEFITS**

### **SECTION 12.01 MEDICAL BENEFITS**

Medical benefits shall be under the California Public Employees' Retirement System ("CalPERS") medical program. The City pays one hundred percent (100%) of the premium for any CalPERS medical plan for full-time IPOA Unit members and their eligible dependents.

### **SECTION 12.02 DENTAL BENEFITS**

The City pays one hundred percent (100%) of the premium for one of two dental plans offered by the City for full-time IPOA Unit members and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

### **SECTION 12.03 VISION BENEFITS**

The City pays one hundred percent (100%) of the premium for a vision plan for full-time IPOA Unit members and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

### **SECTION 12.04 GROUP LIFE INSURANCE**

The City pays one hundred percent (100%) of the premium of a group life insurance policy for full-time IPOA Unit members which provides one (1) times annual earnings (as defined in policy) to a maximum of one hundred thousand dollars (\$100,000) and coverage for spouse and children of five thousand dollars (\$5,000).

### **SECTION 12.05 ACCIDENTAL DEATH & DISMEMBERMENT POLICY (AD&D)**

The City pays one hundred percent (100%) of the premium of an AD&D policy for full-time IPOA Unit members which provides benefit coverage of one (1) times annual base salary up to a maximum of one hundred thousand dollars (\$100,000). Consistent with past practice, the City also provides twenty-five thousand dollars (\$25,000) for all part-time Reserve Police Officers.

**SECTION 12.06      ADDITIONAL VOLUNTARY LIFE AND AD&D COVERAGE**

The City offers additional benefit coverage for purchase by full-time IPOA Unit members at said member's own expense.

**SECTION 12.07      CRPOA MEMBERSHIP**

The City pays the cost of membership in the California Reserve Peace Officers Association ("CRPOA") for Level I and II Reserve Officers and the Reserve Officer Coordinator.

**SECTION 12.08      IRS SECTION 125 PROGRAM**

The Section 125 Program will be in full force and effect unless changed by mutual agreement of the City and Recognized Employee Organization. The Program shall be administered through a vendor selected at City's sole discretion. While participation in the Section 125 Program is voluntary, all administrative costs as may attend participation are to be paid by the City. The maximum cap shall be adjusted in accordance with the limit set by the IRS.

**SECTION 12.09      EAP PROGRAM**

The City pays premium for participation in Employee Assistance Program ("EAP") for IPOA Unit members and their dependents.

**SECTION 12.10      STATE SHORT-TERM DISABILITY INSURANCE**

Employees participate in state sponsored short-term disability program at no expense to the City.

**SECTION 12.11      MEDICAL, DENTAL & VISION INSURANCE PREMIUM OPT OUT**

Any full-time Unit member who elects to opt out of medical, dental & vision coverages offered by the City will be paid a cash benefit in lieu of said coverage equal to one half (1/2) of the average monthly cost to the City for single employee medical insurance coverage only (not including dental or vision), provided such employee has opted out of all three coverages and can demonstrate, to the satisfaction of the City, that such employee has substantially equivalent medical coverage through some other insurance plan, which plan shall remain in full force and effect during the entire term of employment of such employee with the City. The City shall have the sole and unfettered right to determine whether an employee has satisfactorily demonstrated substantially equivalent medical coverage, and any such employee seeking reimbursement from the City must, at least annually, provide written proof of such substantially equivalent medical coverage in a form satisfactory to the City. Payment of this incentive pay shall be made bi-weekly through the regular payroll system.

**ARTICLE 13**  
**RETIREMENT BENEFITS**

**SECTION 13.01      PARS MEMBERSHIP**

Pursuant to Government Code §§ 53216 et seq., the City participates in Public Agency Retirement Services ("PARS") Retirement Enhancement Plan which affords miscellaneous employees the retirement benefit commonly referred to as "1% at 55." The City pays on behalf of each eligible miscellaneous Unit member an amount sufficient to pay the full cost of the PARS retirement

enhancement benefit. The City's participation in PARS is in addition to, and not in lieu of, the City's participation in the CalPERS programs identified in the following Section. The City's PARS participation shall continue in full force and effect during the term of this MOU.

Miscellaneous Unit members hired before January 1, 2007 shall have their PARS benefits vested after completing three (3) years of continuous employment with the City and service credit shall be given for previous employment with/by other agencies and/or cities. Miscellaneous Unit members hired after January 1, 2007 shall have their PARS benefit vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities.

Effective January 1, 2011 the parties agreed to modify the PARS plan design for current miscellaneous Unit members hired before January 1, 2011 regarding cash out options with an employee contribution of four tenths percent (0.4%) on a pre-tax basis. Section 4.2(d) and Section 4.2(c) of the PARS plan document was modified, thereby removing the lump sum payment option, and the fixed term payments of 5-6 years option. Section 2.3 of the PARS plan document was modified, thereby removing the pre-retirement disability benefit. All miscellaneous Unit members hired before January 1, 2011, shall pay four tenths percent (0.4%) of salary to maintain the PARS plan design features of fixed term payments of 7-15 years.

Effective September 1, 2024, or as soon as administratively practicable, all miscellaneous Unit members hired before January 1, 2011, shall pay an additional two and one tenths percent (2.1%) of salary, for a total of two and a half percent (2.5%) of salary, for the cost of the PARS retirement enhancement benefit.

Effective January 1, 2011, the PARS plan document was modified to add a "pop-up" provision to Option 2 of the PARS REP plan, whereby if the beneficiary predeceases the retiree, the retiree's monthly benefit will increase.

For all new miscellaneous Unit members, hired on or after January 1, 2011 AND before January 1, 2013, the City shall pay on behalf of each eligible unit member fifty percent (50%) of the amount sufficient to pay for the cost of the PARS retirement enhancement benefit. The miscellaneous Unit member shall be required to pay for fifty percent (50%) of the contribution.

Unit members hired on and after January 1, 2013 shall be ineligible to participate in the PARS program.

## **SECTION 13.02 CALPERS MEMBERSHIP**

- A. The following provisions in this Section "A" apply to Unit members as defined by AB 340 (the California Public Employees' Pension Reform Act of 2013,) as "classic" members of the California Public Employees' Retirement System ("CalPERS").

The City is a contract member of CalPERS. Such membership shall be maintained and employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the City Council which includes the programs identified below which shall be maintained during the life of this MOU.

1. Section 21354: 2% @ 55 retirement benefit formula for Miscellaneous Unit members.
2. Section 21362.2: 3% @ 50 for Sworn Unit members.

3. Section 21574: Fourth Level of 1959 Survivors Benefit allowance.
4. Section 21024: Military Service as Public Service.
5. Section 20042: One Year Final compensation (for Unit members hired before May 1, 2011).
6. Section 20037: Three Year Average Final Compensation (for Unit members hired on or after May 1, 2011).
7. Section 21427: Improved non-industrial disability allowance.
8. Section 21624 & 21626: Post-retirement survivor allowance.
9. Section 20965: Credit for unused sick leave.

For Miscellaneous Unit members who are classic members of CalPERS, the City shall pay only the employer portion of the required contribution. Miscellaneous Unit members who are classic members shall pay the entire employee retirement contribution, which is currently 7%. The City does not pay any share of the required employee contribution (EPMC).

For Safety Unit members who are classic members of CalPERS, the City shall pay only the employer portion of the required contribution. Safety Unit members who are classic members shall pay the entire employee retirement contribution, which is currently 9%. The City does not pay any share of the required employee contribution (EPMC).

### **Cost Sharing**

Effective with the start of the first full pay period in July 2025, classic miscellaneous Unit members will contribute an additional one percent (1.0%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the seven percent (7%) statutory employee contribution already paid by the employee and will increase the employee's contribution to a total of eight percent (8%).

Effective with the start of the first full pay period in July 2026, classic miscellaneous Unit members will contribute an additional one percent (1.0%) of compensation earnable (for a total of two percent (2%) of compensation earnable) toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the eight percent (8%) employee contribution already being paid by the employee and will increase the employee's contribution to a total of nine percent (9%).

Effective with the start of the first full pay period in July 2025, classic sworn employees will contribute an additional one and a half percent (1.5%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the nine percent (9%) statutory employee contribution already being paid by the employee and will increase the employee's contribution to a total of ten and one-half percent (10.5%).

Effective with the start of the first full pay period in July 2026, classic sworn employees will contribute an additional one and a half percent (1.5%) of compensation earnable (for a total of three percent (3%) of compensation earnable) toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the ten and one-half percent (10.5%) employee contribution already being paid by the employee and will increase the employee's contribution to a total of twelve percent (12%).

B. AB 340 (as modified by AB 197) the California Public Employees' Pension Reform Act of 2013 (PEPRA.)

AB 340, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of this MOU. Any provision in this MOU which contradicts any provision of AB 340, shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of this MOU or any MOU, Agreement, Rule or Regulation predating this MOU.

Unit members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, shall individually pay a CalPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (AB 340 – Government Code section 7522.30)

Unit members who are "new members" (miscellaneous employees) on and after January 1, 2013, shall be enrolled in the AB 340 provided for 2% @ 62 retirement formula (Govt. Code § 7522.20), and such "new members" who are safety employees shall be enrolled in the AB 340 provided for 2.7% @ 57 retirement formula (Section 7522.25.)

**Cost Sharing**

Effective with the start of the first full pay period in July 2025, PEPRA miscellaneous employees will contribute an additional half percent (.5%) of compensation earnable toward the City's normal cost to CalPERS via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty percent (50%) of normal cost already being paid by the employee to a total of fifty and a half percent (50.5%).

Effective with the start of the first full pay period in July 2026, PEPRAs miscellaneous employees will contribute an additional half percent (.5%) of compensation earnable toward the City's normal cost contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty and a half percent (50.5%) of normal cost already being paid by the employee to a total of fifty-one percent (51%).

Effective with the start of the first full pay period in July 2025, PEPRAs sworn employees will contribute an additional one percent (1.0%) of compensation earnable toward the City's normal cost contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty percent (50%) of normal cost already paid by the employee to a total of fifty-one percent (51%).

Effective with the start of the first full pay period in July 2026, PEPRAs sworn employees will contribute an additional one percent (1.0%) of compensation earnable toward the City's normal cost contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty-one percent (51%) of normal cost already being paid by the employee to a total of fifty-two percent (52%).

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.)

During the term of this MOU, the City shall initiate a CalPERS contract amendment so that the additional cost share percentages described above fall under California Government Code Section 20516(a). If for any reason the City is not able to make any of the cost sharing deductions set forth above, the cost sharing will be implemented outside of a PERS contract amendment as authorized by California Government Code Section 20516(f). The City and bargaining unit will take all actions necessary to implement the pension cost sharing agreement described here.

### **SECTION 13.03 RETIREE MEDICAL**

CalPERS eligible retirees (Unit members hired before January 1, 2011) and their dependents shall receive one hundred percent (100%) lifetime medical insurance upon retirement from the City. The City shall pay one hundred percent (100%) of the premium for any CalPERS medical plan.

For all new Unit members, hired on or after January 1, 2011, retiree medical will be implemented in accordance with the CalPERS Health Benefit Vesting Resolution No. 2010-49-2479 which mirrors the state plan for contribution levels. The resolution requires ten (10) years of service, five (5) years of which is with Irwindale, for fifty percent (50%) contribution of state designated amount towards retiree medical premium and twenty (20) years of service, five (5) years of which is with Irwindale, for one hundred percent (100%) contribution of state designated amount towards retiree medical premium for any CalPERS medical plan. Contribution level shall be as follows:

Credited Years of PERS Service (5 of which must be performed at the City of Irwindale)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

**SECTION 13.04 DEFERRED COMPENSATION**

City offers full-time IPOA Unit members participation in one of two IRS 457 Plans. The City does not contribute to either plan.

**ARTICLE 14  
MISCELLANEOUS PROVISIONS**

**SECTION 14.01 DIRECT DEPOSIT REQUIREMENT.**

The City shall maintain a mandatory requirement for participation in direct deposit payroll for all Unit members hired after July 8, 2001.

**SECTION 14.02 COMPLIANCE WITH P.O.S.T. AND ADDITIONAL TRAINING REQUIREMENT**

The City agrees that it will comply with all training requirements of P.O.S.T., including but not limited to, mandatory training programs regarding proper use of departmental equipment, for a minimum of forty (40) hours to be spread out evenly throughout a two year cycle, a P.O.S.T.-certified field training program for all new recruits, and a P.O.S.T.-certified driver training program for cadets, reserve officers, and police officers every three (3) years. City agrees that all such training shall be provided by a P.O.S.T. certified instructor.

The P.O.S.T. certified driver training program set forth in this MOU shall be implemented by sending one-third of the eligible department personnel to driver training each calendar year, with sworn police officers having priority in attendance, subject to the department's need to send such personnel to alternate training.

**SECTION 14.03 EQUIPMENT CERTIFICATION AND MAINTENANCE**

The City shall maintain the practice of assigning a departmental employee responsibility to centralize and maintain such records as are necessary to certify the safety of the equipment utilized by members of the Irwindale Police Department in the discharge of their duties, including but not limited to, side arms, rifles, shotguns, tear gas, pepper spray, radios, repeaters, helmets,

riot equipment, and other essential law enforcement equipment utilized by members of the IPOA Unit. The City shall maintain its central repository within the offices of the Irwindale Police Department where all municipal, state and federal codes necessary for members of the IPOA Unit to discharge their duties as law enforcement officers will be located and easily accessible to members of the IPOA Unit. The mutual interest of the parties hereto is to assure that all law enforcement equipment utilized by the IPOA Unit is regularly certified to be in appropriate operational order, in a condition where it can be safely operated by members of the IPOA Unit, and that the age and condition of such equipment is consistent with generally accepted standards for such equipment among the law enforcement agencies surveyed by the City.

#### **SECTION 14.04 DOCUMENTS CONTAINING PERSONAL EMPLOYEE INFORMATION**

All personnel record documents (including employee pay stubs) shall be kept in a manner that will allow for confidentiality of personal information pertaining to individual members; i.e., sealing them in envelopes. Payroll will be delivered to police administration by the Finance Department in a sealed envelope and police administration will place payroll in individual sealed envelopes for distribution.

#### **SECTION 14.05 PURGING OF CITIZENS' COMPLAINTS**

City agrees that it will comply with the law and ensure that after five (5) years of the filing and/or submission of any citizen complaint involving any sworn police officer, City will take such actions as are permissible or required by law to purge and/or destroy all such complaints and any investigation(s) resulting therefrom. City also agrees that it will comply with Penal Code § 832.5 regarding the storage and /or segregation of personnel and/or citizen complaints. The City agrees that it will comply with Policy 1026 of the City of Irwindale Police Department Policy Manual, as revised and mutually agreed upon by the parties on or about September 3, 2015 and that said policy should be incorporated herein.

#### **SECTION 14.06 MINIMUM STAFFING LEVEL (MSL)**

Minimum staffing levels (MSL) for each patrol shift (A & B) shall be as follows: 1-Watch Commander at the rank of Sergeant or Police Officer serving in the special assignment of Corporal; 3 Patrol Officers. Generally, traffic officers, the K-9 unit, Detectives and Reserve Officers on mandatory shift assignment will not be used to meet MSL unless special circumstances exist. However, in the event an employee calls in sick for their scheduled workday in accordance with department policy, the watch commander will utilize the traffic officer in lieu of calling in another officer to cover MSL for the duration of the traffic officer's scheduled shift. For the purpose of meeting MSL requirements, it is the intent of this provision to replace personnel with appropriately qualified personnel of comparable rank or special assignment. For example, when the scheduled patrol watch commander is unable to work, a replacement watch commander should be of the appropriate rank, Sergeant or a Police Officer serving in the special assignment of Corporal. If a patrol officer is unable to work, then a patrol officer shall be called in as a replacement. Qualified Level I Reserve Officers may be used to replace a patrol officer position if no patrol officers are available to cover the shift. The Department will attempt to use payback time for replacements as often as possible; however, the safety of the patrol officers and duty to the City shall be the priority when locating replacements.

During times of special circumstances, it may become necessary to make alternative arrangements for covering patrol shifts to meet MSL. If circumstances arise that require action contrary to this MOU, the Department will take the necessary action to provide adequate coverage

for patrol with due regard for the public and officer safety. The Department shall make efforts, however, to adhere to the intent of this provision with the understanding that situations may require a temporary modification to deployment.

#### **SECTION 14.07 CONFIGURATION OF POLICE VEHICLE EMERGENCY EQUIPMENT**

The City agrees to utilize its best efforts to configure the placement of emergency and other police equipment installed in police vehicles in such a manner as to assure, to the maximum extent possible given the various makes and models of police vehicles in the City's fleet, that such configuration is uniform for all police vehicles so as to reduce the time necessary to deploy or utilize such equipment by members of the IPOA Unit in the discharge of their law enforcement duties.

#### **SECTION 14.08 POLICE OFFICER SIDEARMS**

The City shall replace sidearms at its discretion based upon its determination of its useful life. The City shall maintain an officer's department issued sidearm and have it inspected on a bi-annual basis by an approved armorer. The City will allow for an officer to carry their personally owned sidearm while on duty. Personally owned sidearms must be selected from a mutually agreed upon list of weapons with ammunition selected and approved by the Chief of Police or designee. An officer choosing to use their personally owned sidearm will be responsible for the purchase, maintenance, and bi-annual inspection of that sidearm by an armorer certified for the exact weapon chosen, as well as all accessories associated with that sidearm. An officer who separates from employment in good standing having a minimum five (5) years of full-time service as an Irwindale police officer shall be entitled to own the sidearm issued to them at the time of their separation.

The IPOA shall be entitled to purchase for the employee for one (\$1) dollar the duty weapon of any retiring officer or reserve who separates from employment in good standing with at least 10 (ten) years service upon the employee's retirement. Those separating in good standing with five (5) to ten (10) years service time shall be entitled to retain their duty weapon, but shall be required to pay fair market value for their duty weapon.

#### **SECTION 14.09 APPLICATION OF PUBLIC SAFETY OFFICERS' PROCEDURAL BILL OF RIGHTS ACT TO RESERVE OFFICERS**

The Chief of Police agrees to recommend to the City Council a request that the full protections set forth in the Public Safety Officers' Procedural Bill of Rights (California Government Code §3303, *et seq.*) be afforded to all reserve officers employed by the City.

#### **SECTION 14.10 TIMELY CONCLUSION OF PERSONNEL COMPLAINTS**

The City agrees that it will comply with the law and undertake to timely investigate and resolve all personnel complaints and/or grievances and that, in any event, the City will resolve all such complaints within one (1) year of written submission of same.

#### **SECTION 14.11 COMPUTER LOAN PROGRAM**

The City agrees to maintain its existing Employee Computer Purchase Loan Plan which allows eligible employees to apply for loans to purchase computers and software approved by the City up to a maximum of \$3,000.00 for first time applicants and \$2,000.00 every two years thereafter.

## **SECTION 14.12 CONTRACTING OUT PROVISION**

The parties agree that there will be no implementation of an agreement by the City to acquire Police services (sworn and non-sworn) by any entity other than the Irwindale Police Department during the term of this MOU.

## **ARTICLE 15 COMPLETION OF NEGOTIATIONS AND FULL UNDERSTANDING**

### **SECTION 15.01 COMPLETION OF NEGOTIATIONS**

The City and the Recognized Employee Organization acknowledge and agree that each has had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of the meet and confer process in accordance with state law and/or local ordinance. During the remaining term of this MOU, the parties expressly waive the right to meet and confer except upon mutual consent of the parties, with respect to any subject or matter, whether referred to or covered in this MOU, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time the meet and confer process was undertaken.

### **SECTION 15.02 FULL INTEGRATION AND UNDERSTANDING**

This MOU terminates and supersedes all prior Memoranda of Understanding and/or other written agreements between the parties. However, all provisions of existing City rules, regulations, resolutions, ordinances, policies and past practices relating to matters within the Recognized Employee Organization's scope of representation not specifically contained in, or referred to by this MOU shall remain in full force and effect and are specifically not superseded or otherwise affected by this MOU.

### **SECTION 15.03 PENDING MEET AND CONFER ITEMS**

Notwithstanding the provisions of Sections 15.01 and 15.02 above, the City and the Recognized Employee Organization agree to meet and confer on the following items during the term of this MOU:

- A. Updating the City Personnel Rules, including any discrimination, harassment and retaliation policies which includes a defined disciplinary appeal procedure;
- B. Updating, modifying and/or instituting a new Employer-Employee Relations Resolution which includes a defined impasse procedure;
- C. Negotiating and implementing Performance Standards and Improvement Plan, Relationship Policy, Cell Phone Policy, Promotional Testing Policy, and Patrol team schedule changes, Wellness Program, and Employee Rewards and Recognition Program; and
- D. Updating and/or creating City Job Descriptions.

**ARTICLE 16**  
**DRAFTING PROVISIONS**

**SECTION 16.01 SEVERABILITY DECLARED**

Should any provisions of this MOU be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

**SECTION 16.02 JOINT DRAFTING**

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

**SECTION 16.03 MODIFICATION**

This MOU may only be modified or amended by written agreement between the parties.

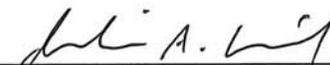
**ARTICLE 17**  
**RATIFICATION AND EXECUTION**

This MOU has been developed as a result of meet and confer sessions between representatives of the City and the Recognized Employee Organization regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and the Recognized Employee Organization have reached an understanding as to certain recommendations to be made to the City Council for the City of Irwindale and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The parties hereto acknowledge that this MOU shall not be in full force and effect until adoption by the City Council of the City.

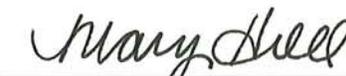
Subject to the foregoing, this MOU is executed by the authorized representatives of the City and the Recognized Employee Organization and entered into this 11 day of December, 2024.

CITY OF IRWINDALE

IRWINDALE POLICE OFFICERS'  
ASSOCIATION

  
\_\_\_\_\_  
Julian A. Miranda, City Manager/Municipal  
Employee Relations Representative

  
\_\_\_\_\_  
Manuel Campos, IPOA President

  
\_\_\_\_\_  
Mary Hull, Human Resources/Risk Manager

  
\_\_\_\_\_  
Jesus Bravo, IPOA Vice-President

ATTACHMENT A-1  
**CITY OF IRWINDALE**  
**Full-Time Salary Schedule**  
**Fiscal Year 2024-2025**  
**Effective September 1, 2024**

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	6	Hourly	63	57.6466	60.5288	63.5553	66.7332	70.0697
			Bi-Weekly		4,611.73	4,842.31	5,084.42	5,338.65	5,605.58
			Monthly		9,992	10,492	11,016	11,567	12,145
			Annual		119,905	125,900	132,195	138,805	145,745
IPOA	Police Officer	21	Hourly	52	43.9356	46.1322	48.4389	50.8611	53.4043
			Bi-Weekly		3,514.85	3,690.58	3,875.12	4,068.88	4,272.35
			Monthly		7,616	7,996	8,396	8,816	9,257
			Annual		91,386	95,955	100,753	105,791	111,081
IPOA	Police Dispatcher/Clerk	6	Hourly	38	30.1885	31.6981	33.2832	34.9471	36.6947
			Bi-Weekly		2,415.08	2,535.85	2,662.65	2,795.77	2,935.58
			Monthly		5,233	5,494	5,769	6,058	6,360
			Annual		62,792	65,932	69,229	72,690	76,325

ATTACHMENT A-2  
**CITY OF IRWINDALE**  
**Full-Time Salary Schedule**  
**Fiscal Year 2025-2026**  
**Effective July 6, 2025**

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	6	Hourly	63	59,952.4	62,950.0	66,097.6	69,402.4	72,872.6
			Bi-Weekly		4,796.19	5,036.00	5,287.81	5,552.19	5,829.81
			Monthly		10,392	10,911	11,457	12,030	12,631
			Annual		124,701	130,936	137,483	144,357	151,575
IPOA	Police Officer	21	Hourly	52	45,692.8	47,977.4	50,376.4	52,895.2	55,539.9
			Bi-Weekly		3,655.42	3,838.19	4,030.12	4,231.62	4,443.19
			Monthly		7,920	8,316	8,732	9,169	9,627
			Annual		95,041	99,793	104,783	110,022	115,523
IPOA	Police Dispatcher/Clerk	6	Hourly	38	31,396.2	32,965.9	34,613.9	36,344.7	38,162.0
			Bi-Weekly		2,511.69	2,637.27	2,769.12	2,907.58	3,052.96
			Monthly		5,442	5,714	6,000	6,300	6,615
			Annual		65,304	68,569	71,997	75,597	79,377

ATTACHMENT A-3  
**CITY OF IRWINDALE**  
**Full-Time Salary Schedule**  
**Fiscal Year 2026-2027**  
**Effective July 5, 2026**

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	6	Hourly	63	62.0510	65.1534	68.4111	71.8317	75.4236
			Bi-Weekly		4,964.08	5,212.27	5,472.88	5,746.54	6,033.88
			Monthly		10,756	11,293	11,858	12,451	13,073
			Annual		129,066	135,519	142,295	149,410	156,881
IPOA	Police Officer	21	Hourly	52	47.2918	49.6563	52.1389	54.7457	57.4832
			Bi-Weekly		3,783.35	3,972.50	4,171.12	4,379.65	4,598.65
			Monthly		8,197	8,607	9,037	9,489	9,964
			Annual		98,367	103,285	108,449	113,871	119,565
IPOA	Police Dispatcher/Clerk	6	Hourly	38	32.4952	34.1202	35.8264	37.6178	39.4986
			Bi-Weekly		2,599.62	2,729.62	2,866.12	3,009.42	3,159.88
			Monthly		5,633	5,914	6,210	6,520	6,846
			Annual		67,590	70,970	74,519	78,245	82,157

**SIDE LETTER OF AGREEMENT  
BETWEEN THE CITY OF IRWINDALE AND  
THE IRWINDALE POLICE OFFICERS' ASSOCIATION**

This Side Letter of Agreement ("Side Letter") is entered into by and between the City of Irwindale ("City"), and the Irwindale Police Officers' Association ("IPOA"). City and IPOA may be referred to, individually or collectively, as "Party" or "Parties."

The Parties have previously entered into that certain Memorandum of Understanding, covering the period July 1, 2024 through June 30, 2027 (the "MOU"), governing the wages, hours and working conditions for IPOA members employed by the City in its Police Department. In the MOU the Parties agreed, among other terms, to Minimum Staffing Level ("MSL") provisions as set forth in Section 14.06.

The City's labor representatives met and conferred with IPOA representatives in good faith on the above stated matters pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA") (California Gov't Code §3500 *et seq.*). As a result of these meet and confer negotiation sessions, the parties reached the following agreements.

1. During the current term of the MOU (July 1, 2024 through June 30, 2027), in the event an employee calls in sick for their scheduled workday in accordance with department policy, the watch commander will utilize the K-9 unit officer or a traffic officer in lieu of calling in another officer to cover MSL for the duration of the K-9 officer's or traffic officer's scheduled shift.
2. Section 14.06 of the MOU regarding MSL shall be interpreted consistent with Section 1 of this Side Letter only during the current term of the MOU (July 1, 2024 through June 30, 2027).
3. This Side Letter Agreement reflects the resolution of meet and confer efforts by both the City and IPOA regarding the issues set forth herein.

The undersigned represent that they have read and understand the terms of this settlement and that they are authorized to execute this Side Letter Agreement on behalf of their principals. This Side Letter Agreement shall have no force or effect unless or until approved and signed by the represented parties below and approved by the City Council.

**IT IS SO AGREED:**

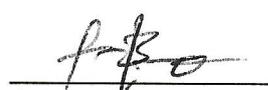
CITY:

IPOA:

 11/13/25  
Julian A. Miranda Date  
City Manager

 11-5-25  
Manuel Campos Date  
IPOA President

 11/13/25  
Mary Hull Date  
Human Resources  
Manager

 11-05-25  
Jesus Bravo Date  
IPOA Vice-President