COMPREHENSIVE MEMORANDUM OF UNDERSTANDING

Between

Representatives of the

CITY OF WHITTIER, CALIFORNIA

and the

WHITTIER POLICE OFFICERS' ASSOCIATION

July 2017 – June 2021

(AS AMENDED BY THE PARTIES May 2017)

Comprehensive Memorandum of Understanding
Between the City of Whittier and the Whittier Police Officers' Association

ARTICLE I
GENERAL PROVISIONS

SECTION 1. Preamble:

This Comprehensive Memorandum of Understanding is made and entered into between the Whittier Police Officers' Association, hereinafter referred to as "WPOA", and the management representatives of the City of Whittier, hereinafter referred to as "City", pursuant to the California Government Code, Section 3500 et. seq.

This document is a good faith effort by the WPOA and City to consolidate decades of separate MOUs into this one document.

During the past several decades, numerous written "side" agreements and/or MOUs have been entered into by the parties. It is possible that some, but not all, of these side agreements/MOU provisions are reflected in this comprehensive MOU. Therefore, the parties reserve their rights to supplement this MOU as may be appropriate where the topic of provisions of a prior and still valid side agreement or prior MOU are not included in this MOU.

Additionally, in preparing this MOU, it was not the intent of the parties to invalidate terms and conditions of employment which are not set forth in this MOU, but which are referenced in a still valid side agreement or prior MOU.

Periodically, the sections described herein will reference dates in parentheses. Those dates are indicative of the particular piecemeal MOU from which the substance of the sections are derived. Said dates are included for reference purposes only.

SECTION 2. Conclusion of Agreement:

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment.

This Comprehensive Memorandum of Understanding shall contain all of the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to employees' wages, hours and other terms and conditions of employment not covered in this MOU are covered by existing ordinances, resolutions, policies and practices of the City of Whittier. Provisions of the Memorandum of Understanding apply only to sworn police personnel in the classified service of the City of Whittier represented by WPOA.

SECTION 3. Term of Agreement:

It is mutually agreed upon that this MOU shall be effective for the period of July 1, 2017 through June 30, 2021.

SECTION 4. City Council Determination:

This Memorandum of Understanding shall be presented to the City Council of the City of Whittier for its determination. Appropriate ordinances, resolutions and other additional actions shall be considered to implement the provisions of the Memorandum of Understanding.

SECTION 5. Separability:

Notwithstanding any other provisions of this Memorandum of Understanding, in the event that any article, section or subsection of the Memorandum of Understanding shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the provisions of this Memorandum of Understanding or impose additional obligations on the City, the City and the WPOA shall meet and confer on the affected article, section or subsection. In such event, all other articles, sections or subsections of this Memorandum of Understanding not affected shall continue in full force and effect.

SECTION 6. Recognition:

The City hereby confirms its recognition of the WPOA as the representatives of Police Officers and Police Sergeants employed by the City.

SECTION 7. Management Rights:

The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but not be limited to the following rights:

(a) To manage the City generally and to determine the issues of policy;

(b) To determine the existence or non-existence of facts which are the basis of the Management decision;

(c) To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services;

(d) To determine the nature, manner, means, technology and extent of services to be provided to the public;

(e) Methods of financing;

(f) Types of equipment or technology to be used;

(g) To determine and/or change the facilities, methods technology, means, and size of the work force by which the City operation is to be conducted;

(h) To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to the right to contract for or subcontract any work or operation of the City;

(i) To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and

assignments. The provisions of Article XXVIII shall take precedence over this Article I, Section 7(i).; (Modified 7/10)

(j) To relieve employees from duties for lack of work or similar non-disciplinary reasons;

(k) To establish and modify productivity and performance programs and standards;

(l) To discharge, suspend, demote or otherwise discipline employees for proper cause;

(m) To determine job classifications and to reclassify employees;

(n) To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and Codes of the City;

(o) To determine policies, procedures and standards for selection, training and promotion of employees;

(p) To establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;

(q) To maintain order and efficiency in its facilities and operations;

(r) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;

(s) To take any and all necessary action to carry out the mission of the City in emergencies. (Added 07/90)

SECTION 8. Non-Discrimination:

The City and the WPOA mutually agree not to discriminate against their employees or bargaining unit members based on race, color, age, sex, sexual orientation, mental or physical disability, medical condition, national origin, ancestry, religious creed or marital status. (Modified 07/00) Additionally, the City expects and requires all employees to treat one another with dignity and respect. Harassment of fellow employees is a violation of the law. Any employee who engages in such conduct is subject to disciplinary action. (Modified 07/07)

SECTION 9. Definitions:

(a) REGULAR RATE OF PAY. The unadjusted base salary rate as defined in 9(b), below, plus all remuneration paid to the employee, as is required by the FLSA.

(b) UNADJUSTED BASE SALARY RATE. The rate of pay described in the salary range and step applicable to each classification and person represented by the Association. This rate does not include all remuneration paid to an employee, and is therefore less than, and not equal to the "regular rate" of pay as that term is used in the Fair Labor Standards Act (FLSA).

ARTICLE II
SALARY

SECTION 1. Salary Schedule:

(a) Effective the first payroll period commencing on or after July 1, 2017, the City shall increase the salary ranges for all classifications represented by the WPOA by two and one-half percent (2.5%). The result in salary ranges for Police Officers and Police Sergeants would then be as follows:

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Police Officer	5833	6135	6426	6783	7202	7663
Police Sergeant	7444	7822	8216	8672	9183	9780

(b) Effective the first payroll period commencing on or after July 1, 2018, the City shall increase the salary ranges for all classifications represented by the WPOA by two and one-half percent (2.5%). The result in salary ranges for Police Officers and Police Sergeants would then be as follows:

Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Police Officer	5979	6288	6587	6953	7382	7855
Police Sergeant	7630	8018	8421	8889	9413	10,024

(c) No sooner than December 1, 2018 and no later than February 1, 2019, the WPOA may request in writing to meet and confer with the City over an increase in the salary range for classifications represented by the WPOA not to exceed two and a half percent (2.5%). A written request by the WPOA to meet and confer over salary shall be submitted in writing to the Director of Administrative Services. If negotiations over salary do not result in a written agreement between the City and the WPOA by June 1, 2019, then the salary ranges shall remain unchanged during the fiscal year that begins on July 1, 2019. Any written agreement to adjust the salary ranges by an amount not to exceed two and a half percent shall not be effective unless and until ratified by resolution of the City Council. Any failure of the City and the WPOA to reach an agreement on a salary increase under this subsection shall not be deemed an impasse subject to any impasse resolution procedures, including but not limited to factfinding under California Government Code section 3505.4.

(d) No sooner than December 1, 2019 and no later than February 1, 2020, the WPOA may request in writing to meet and confer with the City over an increase in the salary range for classifications represented by the WPOA not to exceed two and a half percent (2.5%). A written request by the WPOA to meet and confer over salary shall be submitted in writing to the Director of Administrative Services. If negotiations over salary do not result in a written agreement between the City and the WPOA by June 1, 2020, then the salary ranges shall remain unchanged during the fiscal year that begins on July 1, 2020. Any written agreement to adjust the salary ranges by an amount not to exceed two and a half percent shall not be effective unless and until ratified by resolution of the City Council. Any failure of the City and the WPOA to reach an agreement on a salary increase under this subsection shall not be deemed an impasse subject to any impasse resolution procedures, including but not limited to fact finding under California Government Code section 3505.4.

SECTION 1. Acting Pay (Applicable only to "A" shift patrol):

Police Officers and Sergeants who are regularly assigned on a full-time basis by the Police Chief or the Chief's designee, to perform the duties of a higher level position on "A" shift patrol shall receive acting pay as follows:

(a) The Police Officer, when actually working as the Sergeant on "A" shift patrol shall receive a five percent (5%) increase to the unadjusted base salary rate.

(b) The Sergeant, when actually working as the Lieutenant on "A" shift patrol shall receive a five percent (5%) increase to the unadjusted base salary rate. (1992-1993)

ARTICLE III
SPECIALTY PAY

See Exhibit A – Examples of Special Assignment Calculations

SECTION 1. Motor Officer Pay:

The City will pay sworn personnel regularly assigned to two-wheel motorcycles a dollar amount equal to five percent (5%) of the unadjusted base salary rate while so assigned. If the Chief of Police assigns a sergeant to operate a motorcycle on a regular basis, the Sergeant shall also receive the differential.

The five percent (5%) increase that a Motor Officer receives for hazard duty is inclusive of compensation for the time expended during their non-regularly scheduled work hours to perform associated duties such as cleaning and maintaining a city owned motorcycle. This compensation, at a minimum, is equal to or exceeds the Minimum Hourly Wage required by law. (1990-1992 Addendum May 13, 1991)

By and through the Association, those unit members regularly assigned to motorcycle duty agree that the above additional hours provided each week are reasonably necessary to provide for the cleaning and maintenance of the assigned motorcycle and that these additional "hours worked" are intended to compensate unit members assigned to motorcycle duty for all off duty hours spent cleaning and maintaining their assigned motorcycle, in compliance with the FLSA and interpretive cases and rulings.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for motorcycle cleaning and maintenance, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty maintenance and cleaning duties. The hours derived at in this agreement were determined after an actual inquiry of the officers assigned to motorcycle duty, as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004.) It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, all parties believe that this section of the MOU does comply with the requirements of the FLSA.

SECTION 2. Canine Pay:

Effective June 22, 1991, Police sworn personnel assigned to the position of Canine Officer are authorized and will be compensated to work up to twenty-five (25) hours per

month during their non-regularly scheduled work hours to perform associated duties such as feeding, caring for and training a City provided canine for law enforcement work. In consideration of the time expended to perform these duties during the Canine Officer's non-regularly scheduled work hours, effective the first pay period commencing on or after July 1, 2007, the City shall provide the Canine officer a dollar amount equal to four percent (4%) of his/her unadjusted base salary rate which, at a minimum, is equal to or exceeds the Minimum Hourly Wage required by law. Partial months served shall be paid on a pro-rata basis. (1990-1992 Addendum May 13, 1991; 2007-2010)

By and through the Association, those unit members assigned to canine duty agree that the above additional hours provided each week are reasonably necessary to provide for the care and maintenance of the assigned canine and that these additional "hours worked" are intended to compensate unit members assigned to canine duty for all off duty hours spent caring for and maintaining their assigned canine, in compliance with the FLSA and interpretive cases and rulings.
The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine care and maintenance, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty care and maintenance duties. The hours derived at in this agreement were determined after an actual inquiry of the officers assigned to canine duty, as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004.) It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, all parties believe that this section of the MOU does comply with the requirements of the FLSA.

SECTION 3. Detectives:

A detective assigned to any of the following assignments by the Chief of Police shall receive a dollar amount equal to five percent (5%) of his or her unadjusted base salary rate:

1. Auto Theft
2. Burglary/Commercial
3. Burglary/Residential
4. Domestic Violence
5. Forgery
6. Homicide
7. Robbery
8. Sex Crimes
9. Narcotics/Vice (2007-10)
10. TRAP (2007-10)
11. LA Impact (2007-10)
12. POP
13. SET

SECTION 4. Field Training Officer:

A Field Training Officer (FTO) will be identified by a single chevron and star below the police patch on each arm of the uniform shirt and jacket as determined by the Chief of Police. A Field Training Officer shall receive a dollar amount equal to four percent (4%) of his/her unadjusted base salary rate. The decision whether to assign a trainee to a FTO shall be made in the discretion of the Chief of Police or his or her designee. As a condition of eligibility, a FTO shall be required to sign a Special Assignment Agreement

(Exhibit "B") and abide by its terms. A Corporal assigned as an FTO shall not receive FTO special assignment pay. (2004-2005; 2007-11)

SECTION 5. Other Special Assignments:

A Police Officer assigned to any of the following assignments by the Chief of Police shall receive a dollar amount equal to four percent (4%) of his/her unadjusted base salary rate:

1. Administrative Bureau
   a. Community Relations
   b. Personnel
   c. Training
2. Bicycle
3. School Resource Officer
4. Traffic Investigator
5. Whittwood
6. Mental Evaluation Team (MET)

SECTION 6. Specialty Assignments:

In order to accommodate the Police Department's need for flexibility in making specialty assignments and in removing officers from said assignments, the parties agree as follows:

(a) At any time during the first twelve (12) consecutive months that an affected employee is assigned to a special assignment which provides for compensation in addition to the officer's unadjusted base salary rate of pay, said individual shall be subject to removal by the Chief of Police from the special assignment, without cause and/or without the right to any administrative and/or civil appeal. In the case of any such removal, the officer shall no longer receive special assignment pay in addition to the base rate of compensation.

(b) If the affected employee remains in the special assignment after the completion of an initial twelve (12) consecutive months in that assignment, then the affected employee shall remain in that assignment for an additional 12 consecutive months, which shall be renewable in 12 consecutive month increments at the option of the Chief of Police. The decision of the Chief of Police not to renew shall be without cause and/or without the right to any administrative and/or civil appeal. In the case of any such decision not to renew, the Officer shall no longer receive special assignment pay in addition to the base rate of compensation.

(c) If the Department seeks to remove the affected employee during any twelve (12) consecutive month period described above in paragraph 2, then the employee is only subject to removal with cause, and the employee shall have the right to contest the removal through the City's administrative appeal process.

(d) Each individual officer holding a special assignment at the time of execution of this MOU and each individual officer who is assigned to any special assignment thereafter, shall enter into a written agreement evidencing his/her acceptance of the terms of this provision. The Agreement shall be signed by all incumbent assignees within seven (7) calendar days of City Council adoption of the MOU and shall be signed prior to assignment of an affected employee to a special assignment in the future.

(e) The Agreement to be signed by each affected employee is attached hereto as Exhibit "B" and incorporated herein by reference as though set forth in full. (2000-2003)

ARTICLE IV
CORPORAL PROGRAM

1. The City agrees to establish a Corporal Program. Corporal is a special assignment to which police officer can be assigned. Corporal is not a separate job classification.

2. A Police Officer appointed to Corporal from December 15, 2004 through September 30, 2006, will be compensated at seven percent (7%) above the unadjusted base salary rate, compounded by POST Pay, he/she would otherwise be entitled to receive as a Police Officer as indicated below:

Example: Police Officer Pay $30.00 per hour
$ 2.70 (9% Pay for POST Advanced Certificate)
$32.70
$ 2.29 (7% Corporal Pay)
Total $34.99 per hour

A Police Officer appointed as a Corporal on and after October 1, 2006, will be compensated at seven percent (7%) above the unadjusted base salary rate, not compounded by any other pay, he/she would otherwise be entitled to receive as a Police Officer as indicated below.

Example: Police Officer Pay $30.00 per hour
$ 2.70 (9% Pay for POST Advanced Certificate)
$32.70
$ 2.10 (7% Corporal Pay)
Total $34.80 per hour

3. The compensation a Corporal receives shall not be a factor in determining the appropriate pay differential or compaction with the Police Sergeant salary range prospectively.

4. The City anticipates creating seven (7) Corporal assignments to be assigned in the City of Whittier. The actual number and assignment of Corporals will be based on Department needs as determined by the Chief of Police.

5. Candidates who pass all exams for Corporal will be placed on a list in rank order of their total score (high to low). The Chief of Police can consider from among the top four (4) candidates for a Corporal assignment. Upon assigning 1 of the top 4 candidates, the next highest candidate would be included so there are again four (4) candidates for the Chief of Police to consider. The decision of the Chief of Police shall be final and is not subject to an administrative or civil appeal. The list shall remain in effect for 1 year or until no candidates remain on the list with a total score of 80 or higher, whichever occurs first. However, effective with the first Corporal examination process commencing on or after January 1, 2008, the list shall remain in effect for one (1) year or until no candidates remain on the list with a score of 70 or higher, whichever occurs first.

6. In order to accommodate the Police Department's need for flexibility in making specialty assignments and in removing officers from said assignments, the parties agree as follows:

(a) At any time during the first twelve (12) consecutive months that an affected employee is assigned to the special assignment of Corporal, said individual shall be subject to removal by the Chief of Police from the special assignment, without cause and/or without the right to any administrative and/or civil appeal. In the case of any such removal, the officer shall no longer receive the Corporal title, special assignment pay and designations.

(b) If the affected employee remains in the special assignment of Corporal after the completion of an initial twelve (12) consecutive months in that assignment, then the affected employee shall remain in that assignment for an additional 12 consecutive months (13 to 24 months). Within ten (10) calendar days following the end of this additional 12-month period, the Chief of Police can decide not to renew the employee's special assignment, without cause and/or without the right to any administrative and/or civil appeal. In the case of any such decision not to renew, the Officer shall no longer receive the Corporal title, special assignment pay and designations. If the Department seeks to remove the affected employee during the twelve (12) consecutive month extension period described in this section (i.e. 13 to 24 months), then the employee is only subject to removal with cause, and the employee shall have the right to contest the removal through the City's administrative appeal process.

(c) If the affected employee remains in the special assignment after the completion of an initial twenty-four (24) consecutive months in that assignment, then the affected employee shall remain in that assignment for an additional 24 consecutive months, which shall be renewable in 24 consecutive month increments at the option of the Chief of Police. Within ten (10) calendar days following the end of each 24-month extension period, the Chief of Police can decide not to renew the employee's special assignment without cause and without the right to any administrative and/or civil appeal. In the case of any such decision not to renew, the Officer shall no longer receive the Corporal title, special assignment pay and designations. If the Department seeks to remove the affected employee during the twenty-four (24) consecutive month period described in this section, then the employee is only subject to removal with cause, and the employee shall have the right to contest the removal through the City's administrative appeal process.

(d) Each individual Officer prior to a special assignment to Corporal shall enter into a written agreement evidencing his/her acceptance of these terms. The agreement to be signed by each affected employee will be incorporated herein by reference as though set forth in full. The Special Assignment Agreement for Corporal is attached as Exhibit B.

(e) A Corporal concurrently assigned to an additional special assignment shall also receive the applicable special assignment pay of the concurrent special assignment (except a Corporal assigned as a Field Training Officer shall not receive special assignment pay as a Field Training Officer).

7. A Corporal, who voluntarily requests and receives approval for a transfer to an assignment or position not designated by the Chief of Police for a Corporal, will no longer receive the Corporal title, special assignment pay or designations upon transfer.

8. A Corporal who is authorized by the Chief of Police to act in a move-up capacity in the absence of a Sergeant shall receive an additional five percent (5%) Move-Up Pay commencing after he/she serves four (4) continuous weeks in the Move-Up capacity of a Sergeant.

9. A Corporal's duties shall include, but not be limited to, the duties of his/her assignment (such as patrol, detectives, etc.), first line supervisor in the absence of a Sergeant, Crime Scene Investigator, Lead supervisor and Field Training Officer based on the Department's needs as determined by the Chief of Police.

10. Corporals will be designated by a 2-stripe chevron. (2004-2005)

ARTICLE V
SENIOR POLICE OFFICER

A Police Officer who has 15 years of service with the Whittier Police Department will be designated as a Senior Police Officer and will wear the current hash marks (not a 2-stripe chevron). A Senior Police Officer is a designation based on years of service, but is not a job classification. (2004-2005)

ARTICLE VI
P.O.S.T. COMPENSATION PROGRAM

A. Effective on or after July 1, 2017, the City will pay:

1. Four and one half percent (4.5%) of unadjusted base salary rate increase to unit members who possess an Intermediate POST Certificate;

2. Nine and one half percent (9.5%) of unadjusted base salary rate increase to unit members who possess an Advanced POST Certificate (inclusive of the pay for an Intermediate Certificate);

3. Eleven and one half percent (11.5%) of unadjusted base salary rate increase to unit members who possess a Supervisory POST Certificate (inclusive of the pay for an Intermediate or Advanced Certificate).

B. Effective the first pay-period beginning on or after July 1, 2018, the City will pay:

1. Five percent (5%) of unadjusted base salary rate increase to unit members who possess an Intermediate POST Certificate;

2. Ten percent (10%) of unadjusted base salary rate increase to unit members who possess an Advanced POST Certificate (inclusive of the pay for an Intermediate Certificate);

3. Twelve percent (12%) of unadjusted base salary rate increase to unit members who possess a Supervisory POST Certificate (inclusive of the pay for an Intermediate or Advanced Certificate).

C. The aforementioned percentages are not cumulative. For example, effective July 1, 2019, a unit member who possesses a Supervisory POST Certificate will be entitled to a salary increase of no more than 12% of his or her unadjusted base salary rate.

ARTICLE VII
EDUCATION COMPENSATION

Effective the first payroll period commencing on or after July 1, 2006, eligible employees shall receive the following education-related compensation to be determined as follows, and in addition to any POST certificate compensation for which the employee is eligible:

1. AA Degree - two percent (2%) unadjusted monthly base salary increase of Police Officer, Step 6, regardless of the classification of the eligible employee.

2. BA Degree - four percent (4%) unadjusted monthly base salary increase of Police Officer, Step 6, regardless of the classification of the eligible employee (inclusive of any pay for an AA Degree).

3. Master's Degree - five percent (5%) unadjusted monthly base salary increase of Police Officer, Step 6, regardless of the classification of the eligible employee (inclusive of any pay for an AA and/or BA Degree).

4. Degrees rendering an employee eligible for the percentage dollar amounts described herein, shall be earned from an accredited college/university as determined by the City in using recognized publications describing such accreditation. (2005-07)

ARTICLE VIII
OVERTIME PAY

SECTION 1. Overtime

a. Employees shall receive premium overtime compensation of one and one-half times their regular rate of pay (as that term is used by the FLSA) for all hours worked in excess of the employee's regularly scheduled hours.

b. For purposes of this section, all paid leave shall be considered "hours worked" for the determination of an employee's entitlement to premium overtime compensation.

c. Notwithstanding the foregoing, an employee shall be paid his or her regular rate of pay for all "extra duty" hours worked at school activities or the Whittwood Mall.

SECTION 2. Call Back Pay:

An employee who is either called back to duty once he/she has completed his/her tour of duty and has been officially relieved (whether or not he/she had actually left work) or called in to work prior to his/her regular duty time when there has not been at least eight

hours advance notice shall be paid for all hours worked at time and one half the employee's FLSA regular rate of pay, with a minimum of three (3) hours.

SECTION 3. Overtime Assignments:

The Department will continue to offer the overtime opportunities first to police officers. If there are not enough police officers who sign up for each overtime assignment, the Department will provide personnel in higher sworn ranks the option to sign up for the overtime assignment. Personnel in higher sworn ranks who sign up for the overtime would be paid commensurate with a Police Officer at Step 6 of the Police Officer salary range unless his/her current unadjusted base salary rate of pay is lower than Step 6 of Police Officer, in which case they would be compensated at their current unadjusted base salary rate of pay.

Example: If a Sergeant, who possesses a POST Advanced certificate, volunteers to work overtime as described in this section, has an unadjusted base salary hourly rate of pay of $35 per hour and police officer Step 6 is $30 per hour, then the Sergeant's rate of pay would be calculated as follows:

$30.00 per hour
+2.70 (9% POST Advanced Certificate) =
32.70 per hour
x 1.5 Time and one half
$49.05 per hour

(2004-2005)

ARTICLE IX
COMPENSATORY TIME

1. Effective July 1, 1988, the comp time accrual policy will be revised to allow the employee to take hours 1 through 40 as paid time off or be compensated in cash. If the employee elects to sell hours 1 through 40 back to the City, hours over 40 must have been used.

2. Sworn personnel may accrue a maximum of one hundred (100) hours of Compensatory Time Off. (1992-1993)

ARTICLE X
COURT ON-CALL PAY

Effective the first pay period commencing on or after July 1, 2017, when an off-duty unit employee is placed on-call for a court/DMV proceeding arising out of the employee's employment with the City, the employee shall be paid for 2.5 hours at the employee's regular rate for each morning court session and 2.5 hours for each afternoon court session that the employee is in such on-call capacity. An employee who is on call who is required to physically appear for a court/DMV proceeding shall be paid for a minimum of 3 hours or their actual time spent in court, whichever is greater, at time and one half the employee's regular rate of pay in lieu of any on-call compensation for that court session.

ARTICLE XI
BILINGUAL PAY

1. A Police Officer or Sergeant who speaks and understands Spanish, or any other language designated by the Police Chief (other than English), shall be compensated an additional two hundred dollars ($200) per month. An eligible employee may apply for this pay at any time but must pass an initial and renewal competency test administered by the City that measures if the employee is fluent at a conversational level in speaking, reading and writing that language. The skill level associated with the competency test shall not be modified during the term of this agreement.

2. Any employee who receives bilingual pay pursuant to this Article XI shall use their bilingual skills as needed and/or directed by a supervisor. If an employee does not use his or her bilingual skills as needed and/or directed, the Chief may revoke bilingual pay for the employee. This subsection shall not be interpreted to limit the Chief's discretion to take any other personnel action he or she deems appropriate if an employee fails to use their bilingual skills as necessary and/or directed.

3. The City may require re-certification of an employee's bilingual skills on a periodic basis as may be determined by the City.

4. Employees on any form of leave time in excess of 30 consecutive calendar days shall be deemed not to be using their bilingual skills on a regular basis and shall be ineligible to receive bilingual pay until they return to duty.

5. An employee, who becomes certified to receive bilingual pay, shall be compensated with said pay effective the beginning of the first pay period immediately following certification.

6. In the event an employee is not successful in passing such competency testing to qualify for bilingual pay, or has his or her bilingual pay revoked by the Chief, said employee may re-apply for eligibility at least six (6) months after the testing. (1992-1993, 2004-2005)

ARTICLE XII
PAGER PAY

1. Police Officers and Police Corporals, except those assigned to the Patrol Division or those Whittier detectives who receive the above detective pay, who are required by the Police Chief to carry an active pager on their person during non-work hours shall receive $50 per month or pro-rated equivalent for each day they actually carry the pager. (1990-1992)

2. A Police Canine Officer, who is required by the Police Chief to carry an active pager on their person during non-work hours shall receive Pager Pay currently at the rate of the fifty dollars ($50) per month. (1994-1996)

3. As regards Detectives, effective during and after the first payroll period commencing after Council approval of the 2005-2007 MOU, any and all pager pay compensation shall be eliminated, with individuals in the detective assignments being required to carry an active pager and to respond to a page. (2005-2007)

ARTICLE XIII
UNIFORM ALLOWANCE

1. The City shall increase the one-time payment provided to newly appointed sworn personnel for Police Department prescribed uniform and equipment up to $1,200. Items shall be purchased from a Police Department designated supplier. In the event that the officer resigns his/her employ with the City within three (3) years from their appointment date as a sworn police officer, the City shall deduct from the officer's final compensation the amount paid by the City for the officer's uniform/equipment up to the $1,200 as provided above. (1992-1993)

2. The City shall provide newly appointed Motor Officers a one-time payment of up to $700 for Police Department prescribed uniform and equipment. Items shall be purchased from a Police Department designated supplier. (1992-1993)

3. Effective December, 1 2017, the City will provide to each sworn Police Officer and Sergeant a separate check in December of each year in the amount of $700 for his/her uniform maintenance, repair and replacement.

4. If a Police Officer's or Sergeant's uniform is not in an appropriate condition, the affected employee can be required by his/her supervisor to purchase a new uniform. This requirement is not a grievable matter. (2004-2005)

ARTICLE XIV
EMPLOYEE RELATIONS RESOLUTION, NEPOTISM POLICY AND LIMITED HOUR POLICE OFFICER POLICY

Attached to this MOU as Exhibit D is the CITY OF WHITTIER EMPLOYER-EMPLOYEE ORGANIZATION RELATIONS RESOLUTION, as Exhibit E is the CITY OF WHITTIER NEPOTISM – APPOINTMENT POLICY, and as Exhibit F is the CITY OF WHITTIER LIMITED HOUR POLICE OFFICER POLICY. Exhibit G is reference to the POLICE RESIDENCE INCENTIVE PROGRAM. (The POLICE RESIDENCE INCENTIVE PROGRAM is acknowledged as existing, but in view of its length, is not attached to the MOU. The entirety of Exhibit G is available in the Community Development Department for copying.) The parties dispute whether or not implementation of any or all of the Exhibits is subject to first engaging in the meet and confer process. The City takes the position that the subject matter of each and all Exhibits are not subject to the meet and confer process, with the WPOA maintaining a contrary position. Inclusion of any and all of these Exhibits within the MOU does not represent a waiver by either party of its respective position. However, inclusion of any and all of these Exhibits within the MOU does represent acceptance by each party that each Exhibit shall be implemented upon adoption of the MOU. (Regarding Exhibit E, the City is not mandated to implement Exhibit E, but may do so at its discretion.)

ARTICLE XV
LEAVES

SECTION 1. Vacation Leave:

A. Vacation Leave Accrual

Police Officers and Police Sergeants shall accrue annual vacation leave, on a pro-rata basis, predicated on continuous service, according to the following schedule:

Sworn Police Annual Vacation

Beginning	Leave Accrual
Date of Hire	80 Hours
Upon Completion Of:	
5th Year	128 Hours
10th Year	136 Hours
11th Year	144 Hours
12th Year	152 Hours
13th Year	160 Hours
14th Year	168 Hours
15th Year	184 Hours
20th Year and every year thereafter	192 Hours

Police Officers who have completed six (6) months of employment during their 12 month probationary period and have an overall satisfactory performance review on file in the Administrative Services Department, will be credited with forty (40) hours of vacation leave for use. Notwithstanding the above, a Lateral Entry Police Officer, upon completion of his/her field training, as determined by the City, may use their accrued vacation leave during their probationary period.

B. Annual Vacation Leave Cash In

Effective the first pay period in January 2008, an employee can cash in up to 80 hours of accrued unused vacation leave if he/she has used at least 80 hours of vacation leave in the prior year (defined as the start of the first pay period through the end of the last pay period of the calendar year) and after the cash in he/she will have an accrued unused vacation leave balance of at least 100 hours. Employee requests must be submitted in writing to the Director of Administrative Services no later than the end of the first pay period in November. The employee will be paid at his/her unadjusted base hourly rate of pay in the second pay period in November. The number of accrued unused Vacation Leave hours cashed in by the employee will be deducted from his/her Vacation Leave accrual balance.

SECTION 2. Holidays:

That the following days shall be deemed to be holidays for the City of Whittier:

(1) January 1st, known as New Year's Day
(2) The third Monday in February, known as Presidents' Day
(3) Good Friday, the last four (4) hours of scheduled workday
(4) The last Monday in May, known as Memorial Day
(5) July 4th, known as Independence Day
(6) The first Monday in September, known as Labor Day
(7) November 11th, known as Veterans Day
(8) The day in November designated as Thanksgiving Day, and the day immediately following such Thanksgiving Day

(9) December 24th, known as Christmas Eve, the last four (4) hours of scheduled work day

(10) December 25th, known as Christmas Day

(11) December 31st, known as New Year's Eve, the last four (4) hours of scheduled work day

A holiday is considered a maximum of eight (8) hours regardless of the employee's work schedule (such as 9-80, 4-10, etc.), unless fewer hours are indicated for a holiday in this section such as a four (4)-hour holiday.

An employee working on the date of the actual holiday as designated in Section 2 (1-11) above, shall be compensated at the regular hourly rate of pay for the actual holiday hours worked. (Example: For an eight (8) hour holiday, a 10 hour per day employee working on December 25 shall be compensated for 10 hours at straight time, plus 8 hours of holiday straight time, plus 4 hours of holiday pay at straight time, resulting in a total of 22 hours of straight time pay.)

If an employee is not scheduled to work on a holiday in Section 2 (1-11) above, and does not work, the employee receives 8 hours of holiday pay (or 4 hours, if a ½ day holiday) at straight time.

If an employee is scheduled to work a holiday designated in Section 2 (1-11) above, and in fact does not work the holiday, the employee receives 8 (or 4) hours of holiday pay at a straight time. The employee shall elect to use accrued, unused vacation or compensatory time off leave to make up the difference, if any, between the holiday pay and the number of hours the employee was scheduled to work.

An employee is entitled to receive Holiday Pay only once for each holiday indicated in this section. For example, if a 10 hour per day employee works on a Friday preceding a holiday that falls on Saturday and on the next day he/she works the actual Saturday holiday, he/she would be paid straight time for the hours worked on Friday. If an actual holiday occurs on a consecutive Saturday and Sunday, and the employee works both of those holidays, he/she would be paid a total of 22 hours of straight time per holiday, consistent with the above example.

Based on each department's work hours and days of operation, if January 1, July 4, November 11, December 24, 25 or 31 fall on a Saturday or Sunday, and that day is the employee's scheduled day off from work, the affected employee may receive a different day off with pay at his/her regular hourly rate of pay in lieu of the actual holiday as follows:

Actual Holiday Falls On Employee's Day Off	**Employee Will Be Given Day Off With Pay:**
Saturday	Preceding Friday
Sunday	Following Monday
Consecutive Friday/Saturday or Consecutive Sunday/Monday	City Manager designates day off in lieu of actual holiday.

For certain employees, if the actual holiday falls on the employee's scheduled day off from work, and the employee does not work on that day, he/she shall be paid at his/her regular hourly rate of pay in lieu of the actual holiday, or will be given a different day off with pay at his/her regular hourly rate of pay in lieu of the actual holiday as determined by his/her department head.

SECTION 3. Sick Leave:

It is agreed that the maximum sick leave accrual shall be 180 days. (1975-1976)

Upon separation, an employee shall receive cash compensation for unused accrued sick leave hours between 500 through 840 hours (a maximum of 340 hours). (1988-1989)

SECTION 4. Disability Pay:

Effective July 1, 1989, employees represented by WPOA will participate in the City's established disability pay program for non-job related injuries and illnesses. (1989-1990)

SECTION 5. Bereavement Leave:

All regular employees will be granted up to three (3) working days time off in the event of death in the immediate family. Immediate family is defined to mean the employee's parent, child, sibling, spouse, grandparents, and grandchild, and spouse's immediate family, grandparents and grandchild. In the event an employee is required to travel outside the boundaries of Los Angeles County because of death in the immediate family the Department Head shall have the authority, subject to the approval of the City Manager or designee, to grant additional time off as in his/her opinion would be reasonably required for travel which shall be charged to accrued leave or compensatory time. Employees are also allowed up to an additional twenty-four (24) hours of paid leave, not charged to sick leave, to serve as an executor/executrix concerning a deceased "immediate family member." The employee must provide proof that he/she is the executor/executrix of the deceased "immediate family member."

For the purpose of using Bereavement Leave, "in-law" shall mean death of a current father-in-law or mother-in-law. All other terms and conditions shall remain unchanged. (1994-1996)

SECTION 6. Personal Necessity Leave:

The City agrees to amend Standard Operating Procedure No. 35, which provides for 24 hours Personal Necessity leave for each fiscal year, chargeable to accumulated sick leave, to include sworn police officers, effective April 28, 1980.

Effective the first pay period that begins in July 1990 personnel in classifications represented by WPOA may use Personal Necessity Leave in one (1) hour increments. All other terms and conditions concerning Personal Necessity Leave shall remain unchanged. (1990-1992)

ARTICLE XVI
HEALTH INSURANCE

SECTION 1. Group Insurance (Medical, Dental, Prescription) – Active Employees:

Effective August 1, 2017 through August 1, 2021, the City shall pick up all medical and dental premium increases and the employees' existing premium contribution rates shall remain the same as they were effective August 1, 2016.

SECTION 2. Flexible Reimbursement Account Program:

The City will automatically enroll all eligible employees in the "health insurance premiums" category under the current Flex-RAP (Flexible Reimbursement Account Program) Section 125 Plan in an amount equal to each employee's contribution toward his/her health insurance coverage. Employees who do not want to participate in this category of the Flex-RAP Plan can so indicate in writing on the appropriate form during the City's Annual Insurance Open Enrollment Period and pay their health insurance contributions on an after-tax basis.

SECTION 3. Vision Insurance:

The City shall pay the premium for the City sponsored Vision Insurance Plan for the employee only. Effective the first payroll period commencing on and after July 1, 2010, each WPOA represented unit member having one or more dependents eligible for multi-party vision insurance coverage, shall enroll all eligible dependents in multi-party vision insurance pursuant to the City sponsored vision insurance plan. The premium cost of any such multi-party enrollment shall be borne 100% by the employee. (Modified 7/10)

SECTION 4. Group Insurance – Retirees:

Retiree Insurance Program Guidelines

1. Program to cover all employees retiring after July 1, 1985.
2. Must be 50 years of age or older.
3. Must have at least 15 years of service credit as a CalPERS safety member.
4. City contribution of $415 per month toward retiree premiums shall be in effect until the retiree is Medicare eligible or age 65, whichever occurs first.
5. Program coverage to include medical/dental only.
6. The thirteen (13) existing retired sworn police employees may continue to participate at their own expense.
7. Maximum lifetime coverage $1,000,000.
8. Disability Retirees may participate a maximum of two (2) years or until gainfully employed and/or obtain other health plan coverage.

Effective July 1, 1988, the Retiree Insurance Program Guidelines (WPOA MOU 1985) are also revised to clarify 15 years of service criteria to mean serve under the P.E.R.S. system, including employment with another employer. (1988-1989)

Effective August 1, 1992, those retirees who retired after July 1, 1985, and are eligible to receive the City contribution for medical insurance, may select a non-City offered medical insurance plan. Retirees who opt for coverage under a non-City offered medical insurance plan shall submit proof of such coverage and premium payment in the manner prescribed by the Administrative Services Department and will be reimbursed by the City not to exceed the maximum City contribution for retiree medical insurance. Once City medical insurance coverage is terminated it cannot be reinstated. (1992-1993)

Effective August 1, 1992, in the event that a retiree passes away and is survived by his/her spouse, both of whom are enrolled in the City offered medical insurance plan, the spouse has the option to continue their medical insurance coverage through the City. The surviving spouse shall bear the full cost of the insurance coverage. The surviving spouse

shall be subject to all other terms and conditions of the City's Retiree Insurance Program. (1992-1993)

Effective for the month following the City Council's approval of this MOU, the City will increase the monthly contribution to those retirees in classifications represented by the WPOA who retired after July 1, 1985, by twenty-five dollars ($25) up to a maximum of four hundred fifteen dollars ($415) per month for the cost of their health insurance. (2003-2004)

ARTICLE XVII
RETIREMENT

A. Unless otherwise indicated, applicable as to all unit members, except those who are "New Members" as defined in the California Public Employees' Pension Reform Act of 2013:

The City's contract with CalPERS for affected employees who are public safety members includes the following:

(1) 3%@50 Full formula (California Government Code Section 21362.2)

(2) One-Year Highest Compensation (California Government Code Section 20042)

(3) Credit for Unused Sick Leave (California Government Code Section 20965)

(4) Pre-Retirement Optional Settlement 2 Death Benefit (California Government Code Section 21548)

(5) Third level of 1959 Survivor Benefits (California Government Code Section 21573)

(6) The City pays the affected employee's nine percent (9%) contribution as safety members to CalPERS.

a. Effective the first payroll period commencing on or after July 1, 2013, the City's payment of affected employees' normal member contributions shall be reduced to six percent (6%).

b. Effective the first payroll period commencing on or after July 1, 2014, the City's payment of affected employees' normal member contributions shall be reduced to three percent (3%)

c. Effective the first payroll period commencing on or after July 1, 2015, the City's payment of affected employees' normal member contributions shall be eliminated (0%)

(7) Effective the first payroll period commencing on or after July 1, 2016, unit employees shall pay three percent (3%) of compensation earnable as additional member contributions pursuant to California Government Code 20516(a). This subsection (7) applies to all unit members including "New Members."

B. Applicable as to all unit members who are "New Members" as defined in the California Public Employees' Pension Reform Act of 2013:

The City's contract with CalPERS for affected employees who are "New Member" public safety members includes the following:

(1) 2.7%@57 retirement formula (California Government Code Section 7522.25(d))

(2) Credit for Unused Sick Leave (California Government Code Section 20965)

(3) Pre-Retirement Optional Settlement 2 Death Benefit (California Government Code Section 21548)

(4) Third level of 1959 Survivor Benefits (California Government Code Section 21573)

(5) Final Compensation based on the average of the highest consecutive thirty-six months (California Government Code Section 7522.32).

(6) The "New Member" employee shall pay 50% of the applicable normal cost member contribution (California Government Code Section 7522.30(c)).

As soon as is reasonably practicable on and after July 1, 2010, the City shall take those steps necessary to allow implementation by it of the California Government Code Section 20903 ADDITIONAL SERVICE CREDIT (GOLDEN HANDSHAKE) – LOCAL MEMBER provisions for classifications of employees represented by the WPOA. Additionally, commencing as soon as is reasonably practicable on and after July 1, 2010, representatives of the City and the WPOA shall continue to engage in the meet and confer process regarding additional methods by which to provide early retirement incentives to unit members who at the time of a prospective retirement and within a designated window period of time for implementing said prospective retirement, have completed five years of City of Whittier service and have attained age 50. Any such incentive plans shall only be implemented by mutual agreement of the City and any affected employee. (Modified 7/10)

ARTICLE XVIII
POLICE RESIDENCE INCENTIVE PROGRAM

The City established the Police Residence Incentive Program to provide eligible sworn police personnel a lifetime loan up to $50,000 to purchase and/or remodel the employee's principal residence within the City of Whittier.

ARTICLE XIX
DUES DEDUCTION

The City agrees to continue payroll deductions for WPOA dues as authorized by employees. (1976-1977)

ARTICLE XX
WAGE GARNISHMENT FEE

Effective the first pay period that begins in July 1990, in the event the City is required to garnish the wages of employees in classifications represented by WPOA the employee will be charged an administrative fee of $35 per occurrence and a recurring fee of $5 for each paycheck in which their wages are garnished. The City shall recover the above fees by deducting the amount from the employee's paycheck affected by the garnishment. (1990-1992)

ARTICLE XXI
NON-SMOKING POLICY

Effective upon the City's development and dissemination of a Standard Operating Procedure to affected personnel, employees in classifications represented by WPOA shall be prohibited from smoking or using any tobacco products of any kind in City facilities or City vehicles at any time. (1990-1992)

ARTICLE XXII
ADVANCED PAYCHECKS

The City will not issue an advance paycheck to an employee if he/she is scheduled to return to work on the Monday immediately following a Friday payday. (2000-2003)

ARTICLE XXIII
FITNESS EXAMINATIONS

Personnel Rules and Regulations, Article VIII, Section 6 "Medical Examination" provides that: Passage of a medical examination shall be required of all employees of the City prior to appointment. Any employee who in the opinion of the medical examiner is physically or mentally incapable after being hired, of continuing to meet the essential requirements of his/her position, may be assigned to a classification of work which he/she is physically capable of performing if such position is available; otherwise, any such employee may be dismissed. If an eligible fails to pass a medical or physical examination his name shall be stricken from the eligible list.

The intended impact of the proposed change is as follows:

1. The inclusion of examination of mental capability in the medical examination procedures used to determine fitness for continued employment with the City; a current practice not identified in Article VIII, Section 6.

2. The preservation of administrative latitude in making disposition of cases wherein physical or mental incapability is ascertained by qualified medical examiners.

3. The transfer of the appeal process available to employees affected by this section of the Personnel Rules and Regulations from Section 804 of the City Charter which deals with disciplinary matters, to the Grievance Procedure contained in Article XIV of the Personnel Rules which deals with "...any matter relating to the terms and conditions of employment..." except for disciplinary actions or proceedings.

ARTICLE XXIV
GRIEVANCES

SECTION 1. Purpose:

The purpose of this Article is to provide for an employee grievance, within the scope and framework of the existing Personnel System. For purposes of this Rule, the word "grievance" shall mean and include any violation of the City's Personnel Rules, Salary Resolution, Standard Operating Procedures or applicable MOU that has adversely affected any individual employee, but shall not include any disciplinary action or proceeding or the content of a performance evaluation.

SECTION 2. First Review Procedure:

The Association or an employee believing that he/she has a grievance must present such to their immediate supervisor verbally for informal discussion within fifteen (15) working days from the occurrence of the act or omission, or within fifteen (15) working days from the time such employee knew or should have known of such act or omission.

The employee's immediate supervisor shall schedule a time for discussion of such grievance within five (5) working days from the time of notice by the employee. The supervisor shall respond to the employee within ten (10) working days from the date of their discussion.

Failure of the employee to notify his/her immediate supervisor within the fifteen (15) days shall make such a grievance null and void. Failure of the supervisor to schedule a meeting with the employee within the five (5) days shall permit the employee to appeal to the next level of review.

SECTION 3. Second Review Procedure:

If the grievance is not resolved at the "First Review" the employee may submit a formal written grievance pursuant to the following guidelines:

(a) The grievance must be in writing and contain a brief explanation of the act or omission, the specifics as to time, date, place, and other personnel involved where appropriate, the specific rule or provision violated, how the employee has been adversely affected, and the solution the employee is asking for.

(b) The grievance must be submitted within ten (10) working days from the date of the determination by the employee's immediate supervisor in the first review procedure. A written grievance containing the information specified in subsection (a) above that is timely submitted, but is not on the prescribed grievance form, will be accepted.

(c) The grievance must be addressed to the Department Head.

Failure of the employee to submit such written grievance within the ten (10) working days shall render the grievance null and void.

The Department Head shall, on receiving the written grievance, proceed to investigate the specifics of the alleged grievance, including meeting with the employee unless both the department head and employee mutually agree not to meet. After such investigation, the Department Head shall prepare a "Grievance Report" which shall summarize the findings of the investigation and render a decision based on the facts reviewed. Such decision shall be consistent with the facts reviewed. Such decision shall be consistent with the City Charter, the Personnel Rules and Regulations, applicable Standard Operating Procedures, Departmental Rules, and any applicable Memoranda of Understanding.

The Department Head shall render such decision within fifteen (15) working days from receipt of the written grievance from the employee. If no such decision is made by the Department Head within the fifteen (15) working days specified, the employee may appeal to the next level of review without any further delay.

SECTION 4. Third Review Procedure:

An employee who is dissatisfied with the determination made by the Department Head, or who has not received a timely response from the Department Head, may appeal such determination to the City Manager. Such appeal must be made within ten (10) working days from date of receipt of the Department Head's determination. The employee shall include for the City Manager's review the specific reasons of dispute with respect to the determination of the Department Head. If the City Manager determines that a hearing is necessary, at least five (5) days notice shall be given to all parties. If a hearing is not conducted, the City Manager or designee will meet with the employee unless both the City Manager/designee and employee agree not to meet. In any case, the City Manager shall investigate the grievance and shall render a determination, in writing, within thirty (30) days from the date of receipt of the appeal from the employee.

SECTION 5. Appeal to the Personnel Board:

An employee who is dissatisfied with the determination of the City Manager in the third review procedure may appeal such determination to the Personnel Board within fifteen (15) days from the date of receiving such determination from the City Manager. The Secretary of the Board, upon receiving a timely appeal, shall place the matter on the next agenda of the Personnel Board, however, such time may not exceed thirty (30) days from the date of receiving said appeal. Notice of the time and place of the hearing on such matter by the Board shall be given to all parties at least fifteen (15) days in advance of any scheduled hearing.

Upon receiving such appeal, the Board shall consider the grievance, the grievance report, the determination of the City Manager, and the evidence submitted at the scheduled hearing. At the time of the hearing before the Board, all interested persons shall be given an opportunity to be heard. Upon conclusion of such hearing, the Board shall, in written form, determine whether or not the grievance, as presented, is meritorious, i.e., whether the employee's position is consistent with the Personnel Rules and Regulations, the City Charter, and all other valid administrative rules and Memoranda of Understanding. If the Board finds the grievance to be meritorious, it shall order such remedies as it deems proper which shall also be consistent with the Rules and Regulations, the Charter, and valid administrative rules and Memoranda of Understanding. On approval of such written

findings by the Board, the Secretary shall serve on all parties copies of such findings, recommendations, and orders.

All such hearings, findings, recommendations, and orders shall be made by the Personnel Board within sixty (60) days from the date of the first scheduled hearing.

The findings of the Personnel Board shall be final and conclusive, except as provided in Section 6 "Review by the City Council" hereinafter.

SECTION 6. Review by the City Council:

The City Council, within thirty (30) days after the giving of notice by the Personnel Board's action, upon its own motion, upon request of the affected employee or the City Manager, by motion carried by not less than three (3) affirmative votes, may determine to review such matter. Where the City Council so determines, such review shall be based solely upon the Board's records and files, including summaries of testimony given. The City Council thereafter shall approve, disapprove, or approve with modification the decision rendered by the Personnel Board. The City Council's action shall be final and conclusive in all cases.

SECTION 7. Notices:

Notices pursuant to this Article shall be given either by personal service upon all parties to be notified, or by depositing in the United States Postal Service, postage prepaid, addressed to the last known address of each party. For the purpose of this Article, notice shall be deemed to have been given as of the date of such personal service or as of the date of deposit of such notice in the course of transmission of said United States Postal Service.

SECTION 8. General:

(a) All determinations, decisions, findings, and orders shall be final at the level of review which rendered unless timely appeal is made by the affected employee.

(b) All time limits specified in all provisions herein may be extended by mutual consent of all parties.

(c) The employee may have a representative of their choosing commencing with the second review procedure.

(d) A "working day" shall be defined as a normal scheduled day of work, excluding all overtime or special assignment, for the affected employee filing such grievance.

(e) The decisions, determinations, recommendations, and orders issued pursuant to the provisions of this Article shall be consistent in all ways with the City Charter, valid Personnel Rules and Regulations, valid Memoranda of Understanding, and valid Administrative Rules in current force and effect at the time of the alleged grievance.

(2000-2003)

ARTICLE XXV
MODIFIED DUTY

During the term of this MOU, the City shall propose a modified duty policy addressing provision of modified positions for those who are temporarily disabled. Implementation of a policy shall be subject to the mutual agreement of the parties.

ARTICLE XXVI
SHIFT CHANGE

Instances arise where implementation of the rotation results in a reassigned individual working more or less than the number of work hours regularly required during either the City-designated payroll period and/or the FLSA designated work period.

In those instances where the shift rotation results in the working of more than regularly scheduled hours during the payroll and/or work period, overtime compensation shall be paid pursuant to the MOU.

In those instances where the shift rotation results in the working of less than the regularly scheduled hours of work during a payroll and/or a work period, the employee shall either be paid for the actual hours worked, or shall be provided the option of utilizing earned and accrued leave time (not including sick leave) in order to fund those hours not worked as a result of the shift rotation.

ARTICLE XXVII
SERGEANT ELIGIBILITY

Effective January 1, 2009, having earned and been awarded not less than an Associate's degree, shall be a condition precedent to being appointed to the Police Sergeant classification. Those individuals classified as Sergeants before January 1, 2009, shall not be required to have an Associate's degree or other higher degree. (2005-2007)

ARTICLE XXVIII
PATROL ASSIGNMENT SHIFT SCHEDULE

Effective commencing with the October 30, 2010 change in shift deployment, the 3/12.5 work schedule shall be applicable to all unit members assigned to uniformed patrol in both Whittier and in Santa Fe Springs. The 3/12.5 schedule consists of 3 consecutive work days of 12.5 consecutive work hours (inclusive of breaks and meal periods) each week and one (1) ten-consecutive hour work day (inclusive of breaks and meal periods) each 28 days. The schedule is attached hereto as Exhibit H. Although the 3/12.5 schedules shall continue during the term of the MOU, if management determines that service requirements so require, management reserves and is vested with the right to modify the number of officers working on any particular shift and/or day of the week and to change a particular officer's daily and/or weekly scheduled days/hours of work, so long as the 3/12.5 schedule remains applicable to the employee. (2010-2013)

ARTICLE XXIX

ASSOCIATION BUSINESS

Effective July 1, 2010, this provision shall govern the process by which the WPOA Board of Directors shall convene to conduct business on paid release time, and shall supersede any conflicting provision in the Employee Relations Resolution.

In acknowledgment of the mutual interest that the parties have in providing for a reasonable process by which the WPOA Board of Directors can convene to conduct business related to the WPOA – City relationship, the parties agree to the following rules which shall govern release time for WPOA personnel to attend Board of Directors meetings.

1. Within ten (10) calendar days of completion of a shift deployment bidding process, the WPOA shall provide the Chief of Police with written notice identifying the WPOA Board of Directors for the next shift deployment period and identifying the Board of Directors meeting dates and times which are scheduled to occur within the upcoming deployment period. In the event the selected date/time is reasonably foreseen as hampering the efficient delivery of public safety services, the Chief of Police/designee shall work collectively with the WPOA President to select an alternate, mutually agreeable meeting date/time. The Chief of Police shall cause the approved Board of Directors meeting schedule to be sent to all Watch Commanders.

2. Those WPOA Directors who are performing assigned duties on the date and time of the Board of Directors meeting, shall be eligible for paid release time to attend the Board of Directors meeting, subject to the following conditions/determinations being made:

    a) The amount of paid release time shall not exceed three (3) consecutive hours, including time for transit to and from the meeting location and the employee's assigned work site.

    b) A Board of Directors meeting for which paid release time is authorized, shall occur no more frequently than one time each calendar month.

3. Prior Chief of Police authorization for WPOA Board Members to utilize paid release time to attend the above Board of Directors meetings, shall be subject to change in the following circumstances:

    a) Subject to the Watch Commander reasonably attempting to conform to the earlier Article XXIX(1) above, Chief of Police decision regarding attendance of a Board member at a Board meeting, the Watch Commander shall be authorized to initiate contact with any or all Board members and modify/cancel the Police Chief's earlier attendance authorization, where the reasonable deployment requirement existing at the time of the Board meeting is deemed in the exclusive judgment of the Watch Commander, to so require. Authorization for non-patrol Board members to attend said meetings shall be provided by the employee's Watch Commander.

    b) Although the parties recognize that the Chief of Police or designee (if someone other than a Watch Commander) has authority to reject or withdraw approval for a WPOA Board Member to attend a Board meeting or to remain in attendance at a Board meeting that has commenced, such action shall be taken only in those circumstances where reasonable

deployment requirements preclude attendance by a WPOA Board Member(s) at the Board of Directors meeting. Nonetheless, and to the extent reasonable in any given circumstance, the Manager/Watch Commander/Chief of Police/designee rejecting/rescinding approval for a Board Member to attend/remain at a Board of Directors meeting, shall initiate contact with the WPOA President and attempt to collaboratively resolve the issue. The final determination shall not be subject to administrative or civil challenge.

4. Non-Board Member Attendance at Board of Directors Meeting

a) An individual WPOA member who is not a Board Member, but who has Association-related business before the Board of Directors, shall be eligible for paid release time to attend not more than one (1) WPOA Board Meeting each calendar month.

b) No more than one (1) WPOA member at a time who is not a Board Member, shall be eligible for paid release time to attend such a WPOA Board of Directors meeting.

c) The non-Board Member shall secure approval from the Watch Commander as regarding attendance at the Board meeting. If approval is denied, the Watch Commander shall upon request by the applicant, verbally advise of the reason for denying leave to attend the Board meeting. The Watch Commander approval shall not be unreasonably denied, but a denial to attend the Board meeting shall not be subject to an administrative or civil challenge.

d) Non-Board Member paid release time granted in the above instance shall not exceed one (1) hour, including transit time to and from the meeting location.

5. Attendance at General Membership Meetings

Upon notice to the office of the Chief of Police that the WPOA shall be having a general meeting at which the subject of ratification of an MOU shall be discussed or voted upon, the WPOA and the Chief of Police shall work collectively to ensure that public safety services are effectively addressed as a condition precedent for on duty personnel to attend such a meeting.

6. Cooperative Relations

The WPOA President and the Chief of Police shall work collectively to promote the effective operation of these meeting provisions and may, upon written agreement, modify or deviate from the provisions herein.
(2010-2013)

SIGNATURES ON FOLLOWING PAGE.

Signatories to MOU:

For City of Whittier

Date: 7/17/17

For Whittier Police Officers' Association

DAVID YOSHITAKE

CHRIS LEFFLER

JERRY REYES

FERNANDO SANCHEZ

Date: 7/15/17

SAMUEL A. REED

APPENDIX

Exhibit A

EXAMPLES OF SPECIAL ASSIGNMENT PAY CALCULATIONS

	A	B	C	D	E	F	G
	Base	Special Assignment	POST	College Degree	Bilingual	Total A-E	CalPERS
Pol. Ofcr. Step 6	$5,738	--					
			Advanced	MA			
Factor	--	5%	9%	5%	$150	--	9%
Detective.	$5,738	$286.90	$516.42	$286.90	$150	$6978.22 ÷173.33	$628.04
						Straight time=40.2597/hour	
						Time and one-half=60.3896/hour	
			Advanced	MA			
Factor	--	$250	9%	5%	$150	--	9%
Lead SFS	$5,738	$250	$516.42	$286.90	$150	$6941.32 ÷173.33	$624.72
						Straight time=40.0468/hour	
						Time and one-half=60.0703/hour	

Note: Pager pay is not part of an employee's hourly pay rate and is not subject to CalPERS.

The above figures indicate the method of calculating pay and may differ from actual figures such as due to the payroll computer system, number of decimal places or rounding. In the event of a conflict between the information above and the City's actual policy and practices, the latter shall control.

Exhibit B

CITY OF WHITTIER
POLICE DEPARTMENT
SPECIAL ASSIGNMENT AGREEMENT

This agreement pertains to the special assignment to _____, effective _____.

By virtue of my signature on this Agreement, I acknowledge my understanding of and agreement to be bound by its provisions. I represent that I have read this document and have had an opportunity to consult counsel for advice as to whether or not I should enter into it.

Applicable City salary resolutions provide for stated additional compensation being paid to sworn Department employees assigned by the Department to certain "special assignments", including the one I am occupying or am about to occupy. Removal from such a special assignment and loss of additional compensation can be implemented only upon the Department stating cause for the removal, and with the officer then having a right to contest the removal through all available administrative appeal procedures. Those procedures include access to an evidentiary hearing before the City's Personnel Board, and a final determination being rendered by the City Council.

1. I hereby acknowledge that, in accordance with Article III. (3-6) of the Memorandum of Understanding between the City of Whittier and the organization formally recognized to represent me, the Whittier Police Officers' Association, at any time during the first twelve (12) consecutive months of my special assignment I am subject to removal by the Chief of Police from special assignment, without cause and/or without the right to any administrative and/or civil appeal. In the case of any such removal, I shall no longer receive special assignment pay in addition to the base rate of compensation.

2. If I remain in the special assignment after the completion of an initial twelve (12) consecutive months in that assignment, then I shall remain in that assignment for an additional 12 consecutive months, which shall be renewable in 12 consecutive month increments at the option of the Chief of Police. The decision of the Chief of Police not to exercise an option to renew shall be without cause and/or without the right to any administrative and/or civil appeal. In the case of such decision not to renew, I shall no longer receive special assignment pay in addition to the base rate of compensation. The decision of the Police Chief not to renew the special assignment shall be within ten (10) calendar days following the end of each applicable extension period.

3. If the Department seeks to remove me during any twelve (12) consecutive month period described above in paragraph 2, then I am only subject to removal with cause, and I shall have the right to contest the removal through the City's administrative appeal process.

I HAVE READ THIS WAIVER, BEEN PROVIDED AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING ITS CONTENTS AND ITS IMPACT, I UNDERSTAND THE CONTENTS, AND VOLUNTARILY AGREE TO BE BOUND BY THEM.

READ AND AGREED:

Date: _____ _____
(2000-2003)

Exhibit C

CITY OF WHITTIER
POLICE DEPARTMENT
CORPORAL SPECIAL ASSIGNMENT AGREEMENT

This agreement pertains to the special assignment to _____, effective _____.

By virtue of my signature on this Agreement, I acknowledge my understanding of and agreement to be bound by its provisions. I represent that I have read this document and have had an opportunity to consult legal counsel for advice as to whether or not I should enter into it.

Applicable City salary resolutions provide for stated additional compensation being paid to sworn Department employees assigned by the Department to certain special assignments, including the one I am occupying or am about to occupy. Removal from such a special assignment and loss of additional compensation can be implemented only upon the Department stating cause for the removal, and with the officer then having a right to contest the removal through all available administrative appeal procedures. Those procedures include access to an evidentiary hearing before the City's Personnel Board, and a final determination being rendered by the City Council.

1. I hereby acknowledge that, in accordance with the Memoranda of Understanding between the City of Whittier and the organization formally recognized to represent me, the Whittier Police Officers' Association, at any time during the first twelve (12) consecutive months of my special assignment I am subject to removal by the Chief of Police from the special assignment, without cause and/or without the right to any administrative and/or civil appeal. In the case of any such removal, I shall no longer receive special assignment pay in addition to the base rate of compensation.

2. If I remain in the special assignment after the completion of an initial twelve (12) consecutive months in that assignment, then I shall remain in that assignment for an additional 12 consecutive months, which shall thereafter be renewable in 24 consecutive month increments at the option of the Chief of Police. The decision of the Police Chief not to exercise an option to renew shall be without cause and/or without the right to any administrative and/or civil appeal. In the case of any such decision not to renew, I shall no longer receive special assignment pay in addition to the base rate of compensation. The decision of the Police Chief not to renew the special assignment shall be within ten (10) calendar days following the end of each applicable extension period.

3. If the Department seeks to remove me during any twelve (12) consecutive months or 24 consecutive month period described above in paragraph 2 (as opposed to a non-renewal decision), then I am only subject to removal with cause, and I shall have the right to contest the removal through the City's administrative appeal process.

I HAVE READ THIS WAIVER, BEEN PROVIDED AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING ITS CONTENTS AND ITS IMPACT, I UNDERSTAND THE CONTENTS, AND VOLUNTARILY AGREE TO BE BOUND BY THEM.

READ AND AGREED:

Employee's Name (Print) Employee's Signature Date

Approved:

Chief of Police _____ Date

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RESOLUTION NO. 8054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, RESCINDING RESOLUTION NOS. 7951 AND 7952 AND ESTABLISHING CERTAIN RULES AND REGULATIONS PURSUANT TO THE STATE OF CALIFORNIA GOVERNMENT CODE SECTION 3500 ET SEQ. RELATING TO EMPLOYEE-EMPLOYER RELATIONS

WHEREAS, the City Council wishes to establish rules for the conduct of employer-employee relations pursuant to Government Code of the State of California Section 3500, *et seq.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

Article I -- General Provisions

SECTION 1. Statement of Purpose.

This Resolution implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 *et seq.*) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer-employee relations between the City and its employee organizations. However, nothing contained herein shall be deemed to supersede any conflicting provisions of state law, the City Charter, ordinances, resolutions and rules which establish and regulate the civil service system, or which provide for other methods of administering employer-employee relations. This Resolution is intended, instead, to strengthen merit, civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communication between employees, employee organizations and the City.

It is the purpose of this Resolution to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law or the City Charter. However, nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the methods and means of providing its services to the public; the mission and activities of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; maintain the efficiency of governmental operations; determine the methods, means and kinds of personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

SECTION 2. Definitions.

As used in this Resolution, the following terms shall have the meanings indicated:

a. "Appropriate unit" means a unit of employee classes or positions, established pursuant to Article II hereof.

b. "City" means the City of Whittier, and, where appropriate herein, refers to the City Council or any duly authorized City representative.

c. "Confidential Employee" means an employee who, in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations.

d. "Consult/Consultation in Good Faith" means to communicate orally or in writing with all effected employee organizations, whether exclusively recognized or not, for the purpose of presenting and obtaining views or advising of proposed actions in a good faith effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counterproposals with an exclusively recognized employee organization in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to Article IV hereof.

e. "Day" means calendar day unless expressly stated otherwise.

f. "Employee Relations Officer" means the City Manager or his/her representative.

g. "Exclusively Recognized Employee Organization" means an employee organization which has been formally acknowledged by the City as the sole employee organization representing the employees in an appropriate representation unit pursuant to Article II hereof, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.

h. "Impasse" means that the representatives of the City and an Exclusively Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.

i. "Management Employee" means an employee having responsibility for formulating, administering or managing the implementation of City policies and programs and an employee having authority, in the interest of the City, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the

foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

j. "Proof of Employee Support" means (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. If an authorization petition is submitted, the petition shall clearly indicate that employees desire to be represented by the employee organization for purposes of meeting and conferring in good faith on wages, hours and other terms and conditions of employment. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of a petition.

Article II -- Representation Proceedings

SECTION 3. Filing of Recognition Petition by Employee Organization.

An employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

a. Name and mailing address of the employee organization.

b. Names and titles of its officers.

c. Names of employee organization representatives who are authorized to speak on behalf of the organization.

d. A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the City.

e. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.

f. Certified copies of the employee organization's constitution and bylaws.

g. A designation of those persons, not exceeding two in number, and their mailing addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.

h. A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, marital status, age, sexual orientation, mental or physical disability or medical condition.

i. The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.

j. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.

k. A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The Petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by a duly authorized officer of the employee organization executing it.

SECTION 4. City Response to Recognition Petition.

Upon receipt of the Petition, the Employee Relations Officer shall determine whether:

a. There has been compliance with the requirements of the Recognition Petition, and

b. The proposed representation unit is an appropriate unit in accordance with SECTION 8 of this Article II.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she shall so inform the petitioning employee organization, shall give written notice of such request for recognition to the employees in the unit and shall take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization and, if such determination thereafter remains unchanged, shall inform that organization of the reasons therefore in writing.

The petitioning employee organization may appeal such determination in accordance with SECTION 12 of this Resolution.

SECTION 5. Open Period for Filing Challenging Petition.

Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed,

any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in SECTION 3 of this Article II. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with the standards in SECTION 8 of this Article II. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to SECTION 12 of this Article II.

SECTION 6. Granting Recognition Without an Election.

If the proof of support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusive Recognized Employee Organization for the designated unit.

SECTION 7. Election Procedure.

The Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with Article II shall be included on the ballot. The ballot shall also reserve to employees the choice of "No organization – employees may represent themselves individually in their employment relations with the City." Employees entitled to vote in such election shall be those persons employed in regular permanent positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the City in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three (3) or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one (1) valid election under this Resolution pursuant to any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections shall be borne in equal shares by the City and by each employee organization appearing on the ballot.

SECTION 8. Procedure for Decertification of Exclusively Recognized Employee Organization.

A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of February of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

a. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.

b. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.

c. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.

d. Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation and information required under paragraph (c.) of this Section 8, and otherwise conforms to the requirements of Section 3 of this Article.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Article

II. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with SECTION 12 of this Article II. If the determination of the Employee Relations Officer is in the affirmative, or if his negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with SECTION 7 of this Article II.

During the "open period" specified in the first paragraph of this SECTION 8, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event any other employee organization may within fifteen (15) days of such notice file a Recognition Petition in accordance with this SECTION 8, which the Employee Relations Officer shall act on in accordance with this SECTION 8.

If, pursuant to this SECTION 8, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization upon certification shall assume all representational rights and obligations and shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

SECTION 9. Policy and Standards for Determination of Appropriate Units.

The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

a. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.

b. History of representation in the City and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.

c. Consistency with the organizational patterns of the City.

d. Effect of differing legally mandated impasse resolution procedures.

e. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.

f. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classifications among two or more units.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in SECTION 2 of this Resolution, are determining factors in establishing appropriate units hereunder, and therefore managerial, supervisory and confidential employees may only be included in a unit consisting solely of managerial, supervisory or confidential employees respectively. Managerial, supervisory and confidential employees may not represent any employee organization which represents other employees.

Peace Officers are not prohibited from being represented in separate units composed solely of such peace officers. These units shall not be represented by an organization that, directly or indirectly, is subordinate to any other employee organization which includes non-peace officers.

The Employee Relations Officer shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section. The decision of the Employee Relations Officer shall be final.

SECTION 10. Procedure for Modification of Established Appropriate Units.

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the month of February of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in SECTION 3 of this Article, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in SECTION 9 of this Article. The Employee Relations Officer shall process such petitions as other Recognition Petitions under this Article II.

The Employee Relations Officer may by his/her own motion propose that an established unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with SECTION 9 of this Article II, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section 12 of this Article. If a unit is modified pursuant to the motion of the

Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to SECTION 3 hereof.

SECTION 11. Procedure for Processing Severance Requests.

An employee organization may file a request to become the recognized employee organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another recognized employee organization. The timing, form and processing of such request shall be as specified in SECTION 10 for modification requests.

SECTION 12. Appeals.

An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (SECTION 3), Challenging Petition (SECTION 5), Decertification Petition (SECTION 8), Unit Modification Petition (SECTION 10) --- or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (SECTION 8) ---has not been filed in compliance with the applicable provisions of this Article, may, within ten (10) days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the City Council for final decision within fifteen (15) days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

Appeals to the City Council shall be filed in writing with the City Clerk, and a copy thereof served on the Employee Relations Officer. The City Council shall commence to consider the matter within thirty (30) days of the filing of the appeal.

Article III -- Administration

SECTION 13. Submission of Current Information by Recognized Employee Organizations.

All changes in the information filed with the City by an Exclusively Recognized Employee Organization under items (a.) through (h.) of its Recognized Petition under SECTION 3 of this Resolution shall be submitted in writing to the Employee Relations Officer within fourteen (14) days of such change.

SECTION 14. Employee Organization Activities -- Use of City Resources.

Access to City work locations and the use of City paid time, facilities, equipment and other resources by employee organizations and those representing them shall be authorized only to the extent provided for in Memoranda of Understanding approved by the City Council and/or administrative procedures, shall be limited to lawful activities consistent with the provisions of this Resolution that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership,

campaigning for office, and organization meetings and elections, and shall not interfere with the efficiency, safety and security of City operations.

SECTION 15. Employee Activities.

No City employee shall engage in any type of activity relating to employee organization business during such time as such employee is required to be performing services or duties for the City, nor shall any person permit the use of any City equipment in conjunction with any activity for, on behalf of, or in opposition to, any employee organization, except as provided in the Meyers-Milias-Brown Act.

SECTION 16. Administrative Rules and Procedures.

The City Manager is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

Article IV – Formal Negotiations Proposals

SECTION 17. Formal Annual Proposals.

An Exclusively Recognized Employee Organization, by and through its designated representatives, at any time subsequent to 180 days, and prior to 150 days prior to the expiration of its Memorandum of Understanding with the City, may submit to the City Manager a written proposal, in such form as the organization deems appropriate, indicating the items and matters it wishes to submit for discussion in the meet and confer process as required pursuant to the provisions of said Act and this Resolution; provided that the proposal items shall be limited to those matters within the scope of representation. See SECTION 18 below. Any Exclusively Recognized Employee Organization which does not, within the time permitted therefore, submit such a proposal, shall be deemed, for all purposes, to have waived its right to engage in the meet and confer process during the calendar year on the matters of a fiscal nature that must be determined prior to the adoption of the annual budget.

SECTION 18. Matters Subject to the Meet and Confer Process.

Matters relating to employment conditions and employee-employer relations, including wages, hours, and other terms and conditions of employment are subject to meeting and conferring. The scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

Article V -- Impasse Procedures

SECTION 19. Initiation of Impasse Procedures.

If the meet and confer process has reached impasse as defined in Section 2 of this Resolution, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

a. To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and

b. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

SECTION 20. Impasse Procedures.

Impasse procedures are as follows:

a. If a California State Mediation and Conciliation Service-provided mediator is available without a fee/cost, then the parties shall engage in mediation by said State Mediation and Conciliation Service-provided mediator. In such case, the parties shall make inquiry of the State Mediation and Conciliation Service as to the identity of mediators available to address the impasse. If only one (1) mediator is made available by the State Mediation and Conciliation Service, then that individual shall be designated as the mediator. If multiple mediators are made available for selection, and if the parties are unable to agree upon a designated mediator, the parties shall list the available mediators and alternately strike names until one remains. The remaining name shall be the designated mediator. The party making the initial name strike shall be determined by lot.

b. Absent the availability of a cost/fee free State Mediation and Conciliation Service-provided mediator, the parties shall have the option of agreeing upon selection of a mediator to address the dispute. In such case, the fees/costs of the mediator shall be equally borne by the parties.

c. The mediator shall make no public recommendations, nor take any public position at any time concerning the issues.

d. If mediation either does not occur, or does not result in resolution of the impasse, the City Council may take such action regarding the impasse as it in its discretion deems appropriate as in the public interest. Any legislative action by the City Council on the impasse shall be final and binding.

SECTION 21. Costs of Impasse Procedures.

The cost for the services of a mediator utilized by the parties, and other mutually incurred costs of mediation, shall be borne equally by the City and Exclusively Recognized Employee Organization.

Article VI -- Miscellaneous Provisions

SECTION 22. Construction.

This Resolution shall be administered and construed as follows:

a. Nothing in this Resolution shall be construed to deny to any person, employee, organization, the City, or any authorized officer, body or other representative of the City, the rights, powers and authority granted by federal or state law or City Charter provisions.

b. This Resolution shall be interpreted so as to carry out its purpose as set forth in Article I.

c. Nothing in this Resolution shall be construed as making the provisions of California Labor Code Section 923 applicable to City employees or employee organizations, or of giving employees or employee organizations the right to participate in, support, cooperate or encourage, directly or indirectly, any strike, sickout or other total or partial stoppage or slowdown of work. In consideration of and as a condition of initial and continued employment by the City, employees recognize that any such actions by them are in violation of their conditions of employment except as expressly otherwise provided by legally preemptive state or contrary local law. In the event employees engage in such actions, they shall subject themselves to discipline up to and including termination, and may be replaced, to the extent such actions are not prohibited by preemptive law; and employee organizations may thereby forfeit rights accorded them under this Resolution, City law or contract.

SECTION 23. Severability.

If any provision of this Resolution, or the application of such provision, shall be held invalid, the remainder of this Resolution, or the application of such, shall not be affected thereby and shall remain in effect.

SECTION 24. Conflict Repealed. All previous resolutions of the City Council, or parts thereof, which are inconsistent with this Resolution are hereby repealed, revoked and rescinded to the extent of such inconsistency.

SECTION 25. The City Clerk-Treasurer shall certify to the passage and adoption hereof.

APPROVED AND ADOPTED this 25th day of September 2007.

Owen Newcomer

OWEN NEWCOMER, Mayor

ATTEST:

Toni Marquez, Asst for

KATHRYN A. MARSHALL
City Clerk-Treasurer

O:\Fred\Employer-Employee Relations Resolution WCEA-WPOA 9-07.DOC

CITY OF WHITTIER)
) SS
STATE OF CALIFORNIA)

I, Kathryn A. Marshall, City Clerk-Treasurer in and for the City of Whittier, California, hereby certify that the foregoing resolution was duly introduced and adopted at a regular meeting of the City Council of said City held on the 25th day of September 2007, by the following roll call vote:

AYES:	J. G. Nordbak	C. Warner	R. L. Henderson
	J. Vinatieri	O. Newcomer	
NOES:	None		
ABSENT:	None		

WITNESS my hand and the official seal of the City of Whittier, California, this 3rd day of October 2007.

Dori Marquez, Asst for
KATHRYN A. MARSHALL
City Clerk-Treasurer

EXHIBIT E

~~Ex. B~~

Section 4. "Nepotism - Appointment": No person shall he appointed to a position in the City's classified service if that person is a relative of a member of the City Council, City Manager, Assistant City Manager, appointing authority or a member of the Personnel Board unless: 1) he or she can show that such appointment would not have the potential for creating an adverse impact on supervision, safety, security or morale, or involves a potential conflict of interest; and 2) such appointment is approved in advance by the City Council.

The City shall not hire or place a relative of a City employee under direct supervision or in the same department, division or facility of a City employee where such has the potential for creating an adverse impact on supervision, safety, security or morale, or involves a potential conflicts of interest.

Relatives shall include an employee's parent, child, spouse, domestic partner, sibling, grandparents and spouses or domestic partner's immediate family and grandparents of spouse or domestic partner.

Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring.

A domestic partnership shall be established when both persons file a declaration of domestic partnership with the Secretary of State as is required by Family Code § 297, and at the time of filing of the declaration, all of the following requirements are met:

- Both persons have a common residence.
- Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved or adjudged annulity.
- The two persons are not related by blood in a way that would prevent them from being married to each other in California.
- Both persons are at least 18 years of age.
- Both persons are members of the same sex or in the alternative, one or both of the persons meet the eligibility criteria under 42 USC § 402(a) for old age insurance benefits or 42 USC § 1381 for aged individuals.
- Persons of the opposite sex may not constitute a domestic partnership unless one or both of the persons are over the age of 62.
- Both persons are capable of consenting to the domestic partnership.

Action by City Manager: Where the City Manager determines that an applicant for a position in the classified service is a relative of a person who holds a position in the City's classified service, he/she shall disqualify such applicant unless he/she finds:

(a) That the appointment of that person to a position in the classified service will not result in that person's immediate supervision by a relative; and

(b) Such appointment will not otherwise give rise to a potential or actual adverse impact on safety, security or morale or create a conflict of interest by reason of such relationship.

Where the City Manager makes such a determination, the person seeking employment in the classified service shall noibe disqualified by reason of such relationship.

Existing Employees: Upon the marriage or domestic partnership or other creation of relationships due to marriage or domestic partnership of two City employees or adoptions by City employees which could potentially impact supervision, safety, security or morale, or create a conflict of interest, the Department Head shall notify the Human Resources Director. The Human Resources Director and/or designated representative shall he responsible for consulting with the Department Head and the specific employees to determine if an accommodation can be reached to avoid the impact or conflict of interest. In the event that the impact or conflict of interest cannot be eliminated the least senior employee shall be transferred to a comparable vacant position, if available, and compensated at the salary range of the new position in another department or placed on a reemployment list as provided by these rules. The City Manager shall be the final determining authority in all such matters. Notwithstanding the above, in the event there is not a comparable vacant position, the employees will continue to receive his/her regular salary and be reassigned to another position to be determined by the City for a period up to one (1) month prior to termination.

LIMITED HOURS POLICE OFFICER – Exhibit F

The unique labor market for sworn Police Officers requires consideration of non-traditional employment practices in order to retain an experienced, qualified, and motivated work force. A program allowing individual employees to voluntarily limit scheduled work hours may be one viable strategy in support of Police Officer retention under certain special circumstances as follows:

1. Employees assigned to a limited hours Police Officer position shall work at least twenty (20) hours per week.
2. The hourly rate of pay for this position shall be the monthly pay for an applicable Police Officer multiplied by twelve (12) months and divided by 2,080 hours.
3. The Chief of Police shall have the sole discretion to determine the number of limited hours positions, the continuation of such positions, the work schedule of such positions, and to accept or reject employee applicants for any reason.
4. Eligibility for participation shall be limited to full-time employees:
   - who have worked for the Whittier Police Department as sworn Police Officers for a minimum of three (3) years, and
   - whose performance has been rated overall at or above "satisfactory" on the three (3) most recent performance evaluations.
5. Benefits provided by the City for such positions shall be pro-rated based on the number of work hours scheduled per week. Example: 20 hours per week work schedule = benefits provided at 50% with the exception of group health and welfare insurance plans (i.e. health, dental and life). For health and dental insurance, the City and employee will make their respective contribution, based on the level of coverage selected by the employee, up to 2-party coverage. The employee may pay the difference for 3-party coverage at his/her expense. The City will provide the employee life insurance coverage the same as if he/she was a full-time Police Officer.
6. Other forms of compensation provided by the City shall be pro-rated based on the number of work hours scheduled per week. Example: 20 hours per week work schedule = 50% of compensation (such as bilingual pay and pager pay).
7. Overtime pay will be provided if the employee is assigned to work in excess of a regularly scheduled work shift for his/her assignment (i.e. more than 8, 9, 10 or 12 hours per shift), or in excess of one hundred seventy-one (171) hours in a Fair Labor Standards Act work period.
8. Service credit for the purpose of establishing seniority shall be pro-rated based on the number of work hours scheduled per week. Example: 20 hours per week work schedule = 50% seniority credit.

LIMITED HOURS POLICE OFFICER

1.	Insurance	
	Medical/Dental	Up to 2 Party (City and employee contributions same as Full-time)
	Vision /Life	Employee only
2.	PERS	Percentage
3.	POST	Percentage
4.	Vacation Accrual	Pro-rated
5.	Sick Leave Accrual	Pro-rated
6.	Holidays	Pro-rated
7.	Uniform Allowance	Pro-rated
8.	Bilingual Pay	Pro-rated
9.	Bereavement Leave	Pro-rated
10.	Special Assignment Pay	Pro-rated
11.	Worker's Comp	Pro-rated (per Calif. Labor Code 4850)
12.	Disability Pay (Non-Industrial)	Pro-rated
13.	Court	Same as Full Time
14.	Emergency Callback	Same as Full Time
15.	Comp Time Accrual	Same as Full Time
16.	Sick Leave Payoff Upon Separation	Same as Full Time
17.	Retiree Medical	Same as Full Time
18.	Tuition Reimbursement	Same as Full Time
19.	Flex-RAP (Flex Benefits Plan)	Same as Full Time
20.	Computer Loan Program	Same as Full Time
21.	Residency Incentive (Home Loan)	Same as Full Time
22.	Deferred Comp	Same as Full Time

EXHIBIT G

Police Residence Incentive Program

Complete program is available in the

Community Development Department

for copying.

EXHIBIT H

WHITTIER POLICE DEPARTMENT
OFFICERS DUTY SCHEDULE
UNIFORM DIVISION MODIFIED SCHEDULE

Oct. 30, 2010 through , ???? 2010

Oct 2010

		SAT	SUN	MON	TUE	WED	THUR		FRI
	CAPT. PIPER	RDO	RDO	0800-1700	0800-1700	0800-1700	0800-1700		0800-1700
1	L1	RDO	RDO	0800-1830	0800-1830	0800-1830	1	0800-1600	RDO
2	L2	RDO	RDO	1800-0630	1800-0630	1800-0630	2	1600-0200	RDO
3	L3	0600- 1830	0600- 1830	RDO	RDO	RDO	3	0600-1600	0600- 1830
4	L4	1800- 0630	1800- 0630	RDO	RDO	RDO	4	1600-0200	1800- 0630

SFS SERGEANTS

1	SFS SGT A	RDO	RDO	0600 1600	0600 1600	0600 1600	0600 1600		RDO
2	SFS SGT B	1430-0300	1430-0300	RDO	RDO	RDO	RDO		1430-0300
3	SFS SGT C	RDO	RDO	1100 2100	1600 0200	1600 0200	1600 0200		RDO

	OFFICER	SAT	SUN	MON	TUE	WED	THUR		FRI
	DAY WATCH 1	RDO	RDO	0600-1830	0600-1830	0600-1830	RDO		RDO
	SGT A	RDO	RDO	0600-1830	0600-1830	0600-1830	2	0600-1600	RDO
1	a1	RDO	RDO	0600-1830	0600-1830	0600-1830	1	0830-1830	RDO
2	a2	RDO	RDO	0600-1830	0600-1830	0600-1830	1	0830-1830	RDO
3	a3	RDO	RDO	0600-1830	0600-1830	0600-1830	1	0830-1830	RDO
4	a4	RDO	RDO	0600-1830	0600-1830	0600-1830	2	0830-1830	RDO
5	a5	RDO	RDO	0600-1830	0600-1830	0600-1830	2	0830-1830	RDO
6	a6	RDO	RDO	0600-1830	0600-1830	0600-1830	2	0830-1830	RDO
7	a7	RDO	RDO	0600-1830	0600-1830	0600-1830	2	0830-1830	RDO
	DAY WATCH 2	0600 1830	0600 1830	RDO	RDO	RDO	RDO		0600 1830
	SGT B	0600 1830	0600 1830	RDO	RDO	RDO	4	0600-1600	0600 1830
1	b1	0600 1830	0600 1830	RDO	RDO	RDO	3	0830-1830	0600 1830
2	b2	0600 1830	0600 1830	RDO	RDO	RDO	3	0830-1830	0600 1830
3	b3	0600 1830	0600 1830	RDO	RDO	RDO	3	0830-1830	0600 1830
4	b4	0600 1830	0600 1830	RDO	RDO	RDO	4	0830-1830	0600 1830
5	b5	0600 1830	0600 1830	RDO	RDO	RDO	4	0830-1830	0600 1830
6	b6	0600 1830	0600 1830	RDO	RDO	RDO	4	0830-1830	0600 1830
7	b7	0600 1830	0600 1830	RDO	RDO	RDO	4	0830-1830	0600 1830
	NIGHT WATCH 1	RDO	RDO	1800-0630	1800-0630	1800-0630	RDO		RDO
	SGT C	RDO	RDO	1800-0630	1800-0630	1800-0630	1	1600-0200	RDO
1	CPL c1	RDO	RDO	1800-0630	1800-0630	1800-0630	1	1800-0400	RDO
2	c2	RDO	RDO	1800-0630	1800-0630	1800-0630	1	1800-0400	RDO
3	c3	RDO	RDO	1800-0630	1800-0630	1800-0630	1	1800-0400	RDO
4	c4	RDO	RDO	1800-0630	1800-0630	1800-0630	2	1800-0400	RDO
5	c5	RDO	RDO	1800-0630	1800-0630	1800-0630	2	1800-0400	RDO
6	c6	RDO	RDO	1800-0630	1800-0630	1800-0630	2	1800-0400	RDO
7	c7	RDO	RDO	1800-0630	1800-0630	1800-0630	2	1800-0400	RDO

	OFFICER	SAT	SUN	MON	TUE	WED	THUR		FRI
	NIGHT WATCH 2	1800-0630	1800-0630	RDO	RDO	RDO	Buyback		1800-0630
	SGT D	1800-0630	1800-0630	RDO	RDO	RDO	3	1600-0200	1800-0630
1	CPL d1	1800-0630	1800-0630	RDO	RDO	RDO	3	1800-0400	1800-0630
2	d2	1800-0630	1800-0630	RDO	RDO	RDO	3	1800-0400	1800-0630
3	d3	1800-0630	1800-0630	RDO	RDO	RDO	3	1800-0400	1800-0630
4	d4	1800-0630	1800-0630	RDO	RDO	RDO	3	1800-0400	1800-0630
5	d5	1800-0630	1800-0630	RDO	RDO	RDO	4	1800-0400	1800-0630
6	d6	1800-0630	1800-0630	RDO	RDO	RDO	4	1800-0400	1800-0630
7	d7	1800-0630	1800-0630	RDO	RDO	RDO	4	1800-0400	1800-0630
8	d8	1800-0630	1800-0630	RDO	RDO	RDO	4	1800-0400	1800-0630

	COVER 1	1500-0330	Buyback		RDO	RDO	RDO	0600-1830	1500-0330
	SGT E	1500-0330	1	1500-0100	RDO	RDO	RDO	0600-1830	1500-0330
1	CPL e1	1500-0330	1	1500-0100	RDO	RDO	RDO	0600-1830	1500-0330
2	e2	1500-0330	2	1500-0100	RDO	RDO	RDO	0600-1830	1500-0330
3	e3	1500-0330	3	1500-0100	RDO	RDO	RDO	0600-1830	1500-0330
4	e4	1500-0330	4	1500-0100	RDO	RDO	RDO	0600-1830	1500-0330
5	e5	1500-0330	4	1500-0100	RDO	RDO	RDO	0600-1830	1500-0330

	COVER 2	RDO	RDO	Buyback		1400-0230	1400-0230	1800-0630	RDO
	SGT F	RDO	RDO	1	1400-0000	1400-0230	1400-0230	1800-0630	RDO
1	CPL f1	RDO	RDO	1	1400-0000	1400-0230	1400-0230	1800-0630	RDO
2	f2	RDO	RDO	2	1400-0000	1400-0230	1400-0230	1800-0630	RDO
3	f3	RDO	RDO	3	1400-0000	1400-0230	1400-0230	1800-0630	RDO
4	f4	RDO	RDO	4	1400-0000	1400-0230	1400-0230	1800-0630	RDO
5	f5	RDO	RDO	4	1400-0000	1400-0230	1400-0230	1800-0630	RDO

Buyback- the number 1,2,3 or 4 in front of your buyback time indicates the week you will work your buyback. If you had "2" in front of your buyback time, that means you work your buyback the second week in each 28 day deployment cycle.

	OFFICER	SAT		SUN		MON	TUES	WED		THUR	FRI
	TRAFFIC										
	SGT. LOWE	RDO		RDO		0700-1700	0700-1700	0700-1700		0700-1700	RDO
1	FRANCO	RDO		RDO		0600-1600	0700-1700	0700-1700		0700-1700	RDO
2	ROUNDS	RDO		RDO		RDO	0700-1700	0700-1700		0700-1700	0700-1700
3	ARROYO	RDO		RDO		RDO	0700-1700	0700-1700		0700-1700	0700-1700
4	JENSEN	RDO		RDO		0700-1700	0700-1700	0700-1700		0700-1700	RDO
5	DURANT	RDO		RDO		0600 - 1600	0600 - 1600	0600 - 1600		0600 - 1600	RDO
1	PEO ESQUIVEL	RDO		RDO		0445-1445	0445-1445	0445-1445		0445-1445	RDO
2		RDO		RDO		RDO	RDO	RDO		RDO	RDO
3	GAYTAN	0700-1700		RDO		0800-1800	RDO	0800-1800		RDO	RDO
4	ROBERTS	0700-1700		RDO		0700-1700	RDO	0700-1700		RDO	RDO
5	BARRAGAN	0700-1700		RDO		0700-1700	RDO	0700-1700		RDO	RDO

	OFFICER	SAT		SUN		MON	TUES	WED		THUR	FRI
	K - 9										
1	SILVA	1700-0300		RDO		RDO	RDO	1700-0300		1700-0300 (1800-2000 CB)	1700-0300
	UPTOWN BIKE PATROL										
1	FIGUEROA, H	1330-2330		RDO		RDO	RDO	1200-2200		1200-2200	1330-2330
2	MONTOYA	1330-2330		RDO		RDO	RDO	1200-2200		1200-2200	1330-2330
	COMMUNITY SERVICE OFFICERS										
1	[redacted]	RDO		RDO		RDO	RDO	RDO		RDO	RDO
2	[redacted]	RDO		RDO		RDO	RDO	RDO		RDO	RDO
3	LOPEZ R.	RDO		RDO		1330 2330	1330 2330	1330 2330		1330 2330	RDO
	Part-time										
4	FOX	RDO		RDO		0900-1700	0900-1700	0900-1700		0900-1700	RDO
5	HAUSE	0600-1500		0600-1500		RDO	RDO	RDO		RDO	0600-1500
	SET TEAM	RDO		RDO		RDO	0700 1700	0700 1700		0700 1700	0700 1700
1	SGT. MILLER	RDO		RDO		RDO	0700- 1700	0700- 1700		0700- 1700	0700- 1700
2	SEGURA, F	RDO		RDO		RDO	0700- 1700	0700- 1700		0700- 1700	0700- 1700
3	ROBERTS	RDO		RDO		RDO	0700- 1700	0700- 1700		0700- 1700	0700- 1700
4	CORLETTO	RDO		RDO		RDO	0700- 1700	0700- 1700		0700- 1700	0700- 1700
5	[redacted]	RDO		RDO		RDO	0700- 1700	0700- 1700		0700- 1700	0700- 1700
	Part-time										
	LOPEZ, E	RDO		RDO		RDO	0700- 1700	0700- 1700		0700- 1700	0700- 1700
	WHITTWOOD										
1	GIBSON	RDO		RDO		0930-1730	0930-1730	0930-1730		0930-1730	0930-1730
	O.T.	1000-1800		1000-1800		RDO	RDO	RDO		RDO	RDO
	SCHOOL RESOURCE OFFICERS										
1	SRO BOYER	RDO		RDO		0730-1530	0730-1530	0730-1530		0730-1530	0730-1530
2	SRO ATWATER	RDO		RDO		0730-1530	0730-1530	0730-1530		0730-1530	0730-1530
3	SRO SCOGGINS	RDO		RDO		0730-1630	0730-1630	0730-1630		0830-1730	0830-1730

WHITTIER POLICE DEPARTMENT
SFS OFFICERS DUTY SCHEDULE
UNIFORM DIVISION MODIFIED SCHEDULE

Oct. 30, 2010 through , ???? 2010

Oct 2010

	OFFICER	SAT	SUN	MON	TUE	WED	THUR		FRI
	DAY WATCH 1	RDO	RDO	0600-1830	0600-1830	0600-1830	Buyback		RDO
	SGT A	RDO	RDO	0600-1600	0600-1600	0600-1600	0600-1600		RDO
1	a1	RDO	RDO	0600-1830	0600-1830	0600-1830	1	1400-0000	RDO
2	a2	RDO	RDO	0600-1830	0600-1830	0600-1830	1	1400-0000	RDO
3	a3	RDO	RDO	0600-1830	0600-1830	0600-1830	2	1400-0000	RDO
4	a4	RDO	RDO	0600-1830	0600-1830	0600-1830	2	1400-0000	RDO
	DAY WATCH 2	0600 1830	0600 1830	Buyback	RDO	RDO	RDO		0600 1830
1	CPL b1	0600 1830	0600 1830	1	1400-0000	RDO	RDO	RDO	0600 1830
2	b2	0600 1830	0600 1830	1	1400-0000	RDO	RDO	RDO	0600 1830
3	b3	0600 1830	0600 1830	2	1400-0000	RDO	RDO	RDO	0600 1830
4	b4	0600 1830	0600 1830	2	1400-0000	RDO	RDO	RDO	0600 1830
	NIGHT WATCH 1	RDO	RDO	1800-0630	1800-0630	1800-0630	Buyback		RDO
	SGT C	RDO	RDO	1600-0200	1600-0200	1600-0200	1600-0200		RDO
1	c1	RDO	RDO	1800-0630	1800-0630	1800-0630	3	1400-0000	RDO
2	c2	RDO	RDO	1800-0630	1800-0630	1800-0630	3	1400-0000	RDO
3	c3	RDO	RDO	1800-0630	1800-0630	1800-0630	4	1400-0000	RDO
4	c4	RDO	RDO	1800-0630	1800-0630	1800-0630	4	1400-0000	RDO
	NIGHT WATCH 2	1800-0630	1800-0630	RDO	RDO	RDO	Buyback		1800-0630
	SGT D	1430-0300	1430-0300	RDO	RDO	RDO	1	1400-0000	1430-0300
1	d1	1800-0630	1800-0630	RDO	RDO	RDO	3	1800-0400	1800-0630
2	d2	1800-0630	1800-0630	RDO	RDO	RDO	3	1800-0400	1800-0630
3	d3	1800-0630	1800-0630	RDO	RDO	RDO	3	1800-0400	1800-0630
4	d4	1800-0630	1800-0630	RDO	RDO	RDO	3	1800-0400	1800-0630
	COVER 1	1500-0330	Buyback	RDO	RDO	RDO	0600-1830		1500-0330
1	CPL e1	1500-0330	RDO	3	1400-0000	RDO	RDO	0600-1830	1500-0330
2	e2	1500-0330	RDO		Floater	RDO	RDO	0600-1830	1500-0330
3	e3	1500-0330	RDO		Floater	RDO	RDO	0600-1830	1500-0330
4	e4	1500-0330	RDO		Floater	RDO	RDO	0600-1830	1500-0330
	COVER 2	RDO	RDO	Buyback		1400-0230	1400-0230	1800-0630	RDO
1	CPL f1	RDO	RDO	3	1400-0000	1400-0230	1400-0230	1800-0630	RDO
2	f2	RDO	RDO	4	1400-0000	1400-0230	1400-0230	1800-0630	RDO
3	f3	RDO	RDO	4	1400-0000	1400-0230	1400-0230	1800-0630	RDO

Buyback- the number 1,2,3 or 4 in front of your buyback time indicates the week you will work your buyback. If you had "2" in front of your buyback time, that means you work your buyback the second week in each 28 day deployment cycle.