

MEMORANDUM
OF
UNDERSTANDING

between the

General Unit

Represented By:

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721

and the

City of El Monte

January 1, 2016 - December 31, 2017

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Article I. TERM OF MEMORANDUM OF UNDERSTANDING

- A. This MOU shall be effective January 1, 2016, except as otherwise provided herein, and together with all the terms, conditions and effects thereof, shall expire at midnight on December 31, 2017.
- B. The City and SEIU acknowledge that this MOU shall not be in full force and effect until ratified by a simple majority vote of unit employees, who are in classifications represented by SEIU Local 721 as set forth in this agreement, and adopted by the El Monte City Council.
- C. Collective bargaining unit negotiations will commence six (6) months prior to MOU expiration date, unless mutually agreed to otherwise by the parties.

Article II. RECOGNITION

Section 2.01 Representation

On March 9, 1982, the Service Employees International Union, Local 721 was certified by the City Council as the majority representative of employees in the General Employees Unit (hereinafter referred to as "Unit").

Accordingly, the City recognizes the Service Employees International Union, Local 721 (hereinafter referred to as "SEIU" or the "Union") as the exclusive representative of the employees in said Unit for the purpose of meeting its obligations under the Meyers-Milias-Brown Act (MMBA), Government Code Section 3500, et seq., and the Employment Relations Resolution when City rules, regulations or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

Section 2.02 Unit Employee

The terms "unit employee" or "unit employees" as used herein, shall refer only to the employees in the general service classifications.

The Salary Resolution, Authorized Position Listing, and Salary Grade Table authorized by the City Council will be the guiding document for citywide budgeted positions in the classifications of the General Unit in accordance with Title 2, Chapter 2.72, Sections 040 Classification and 050 Compensation of the City of El Monte Municipal Code. All such unit employees shall be considered General Service Employees.

The City may notify the Union in writing of any proposed changes to the classifications authorized in the Salary Resolution by the City Council. Should any classifications be added, substantially modified, or deleted during the term of this MOU, the City agrees to meet with the Union, upon request, to ascertain if the classifications should be included in this bargaining unit.

Section 2.03 Union Rights and Responsibilities

A. Agency Shop

Pursuant to Government Code Section 3502.5, all employees in the unit have the right to join, or not join, the Union. The Unit has agreed to an agency shop arrangement, which requires that as a condition of continuing employment, each regular unit employee must either join the Union, pay to the Union a service fee in lieu thereof, or establish a religious exemption there from.

B. Membership Dues & Service Fees

1. Each unit employee in the bargaining unit may choose to become a member of the Union and shall pay the Union, via payroll deductions, the regular dues rate. An employee that was already a member of SEIU, in another City bargaining unit represented by SEIU, shall automatically remain a member of SEIU when entering the Unit, unless he/she requests in writing to the Union to change such membership status within seven (7) days of entering the Unit.
2. The City shall automatically deduct a service fee, in an amount not to exceed the regular dues rate, from the paychecks of those unit employees who do not join the Union within fourteen (14) days of entering the Unit.
3. Such amounts of dues and service fees shall be determined by the Union and implemented by the City in the first payroll that starts after the City receives thirty (30) days written notice from the Union.

C. Nondiscrimination

1. Treatment of Employees

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any unit employee because of race, religious creed, color, sex, age, disability, sexual orientation, national origin, ancestry, or lawful union activity.

2. Rights of Employees

The parties mutually recognize the rights of unit employees to join and/or participate in union activities or refrain from joining and/or participating in union activities and to self-representation pursuant to Government Code Section 3502.

D. Religious Objections

1. Any unit employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union.

2. Such unit employees shall be required to submit a written request for exemption to the Union. Upon approval of such request, the employee, in lieu of the payment of service fees, shall direct the Union to submit such funds, in an amount equal to the service fee, to a non-religious, non-labor charitable fund of the employee's choosing which is exempt from taxation under the Internal Revenue Code.
3. Such payments shall be made by payroll deduction as condition of continued exemption from the requirements of financial support to the Union and as a condition of employment.

E. Payroll Deductions

1. During the term of this MOU, and upon compliance with such rules and regulations pertaining thereto as the Human Resources/Risk Management (HR/RM) Department or Finance Department may establish, union dues and such other deductions as may be lawfully permitted and agreed to by the City and the Union, shall be deducted each pay period from the base salary, including longevity pay, of each unit employee in the Union who files with the Finance Department, a written authorization that such voluntary deductions be made. Deductions for service fees shall not require written authorization from the employee.
2. Remittance to the Union of the aggregate amount of such deductions will be made by the City within fifteen (15) working days after the end of the month in which said deductions were effected.
3. Notwithstanding any provisions to the contrary, during the terms of this MOU, payroll deductions requested by unit employees for the purpose of becoming employees of and/or to obtain benefits offered by any bargaining organization other than the Union, will not be accepted by the City.
4. For the purpose of this provision, bargaining organization means any organization of unit employees whose responsibility or goal is to represent unit employees in the City's meet-and-confer process.

F. Union Security Clause

1. Any employee, who has authorized union dues payroll deductions on or by the effective date of this MOU, or at any time subsequent to the effective date of this MOU, shall continue to have such union dues payroll deductions made by the City during the term of this MOU.
2. Employees may opt to terminate such union dues payroll deductions during the period of not less than thirty (30) days and not more than forty-five (45) days before the expiration of this MOU, by notifying SEIU, in writing, of their termination of authorization for union dues payroll deductions. Such notification shall be delivered in person, or by United States Mail, and should be in the form of a letter, signed and dated by the individual employee, containing the following information: employee name, employee identification number, job classification, employer's name, and a statement of request to cancel union dues payroll deductions for SEIU.

G. Indemnification

SEIU Local 721 agrees to indemnify and hold the City harmless against any and all claims, suits, and orders of judgment throughout or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

H. Committee on Political Education

1. The City agrees to allow unit employees to make voluntary political contributions to SEIU's Committee on Political Education ("COPE") through payroll deduction.
2. A unit employee interested in making such contributions shall authorize the City in writing on a form, which clearly indicates the funds will be used for political purposes and that the contribution is voluntary in nature.
3. Remittance to the Union of the aggregate amount of such deductions will be made by the City within fifteen (15) working days after the end of the month in which said deductions were effected.
4. The Union will abide by all federal and state laws relating to such contributions and indemnify the City in the event of litigation.

I. Access to Information

1. The City agrees to provide the Union with information relevant to the Union's representation of the bargaining unit.
2. The Union shall submit any request for information in writing to the City's HR/RM Director.

J. Reporting Guidelines

1. The City shall notify SEIU of all new employees hired, promoted, demoted, and transferred by the City, who are represented under this MOU. The City shall provide the following information for each employee within fourteen (14) business days of such change in employment status: full name, employee ID number, date of hire, effective date of change in employment status, date of birth, home address, mailing address (if different), home phone number, cell phone number (if known), classification, work location, work phone number, salary step, and rate of pay.
2. SEIU shall notify the City in writing of any City and/or Union personnel, including their contact information, who are recognized as representatives of SEIU with the power to bind SEIU in all matters pertaining to this MOU. SEIU further agrees to notify the City in writing of the names of its Stewards and the effective dates of their election, appointment, or certification.

K. Use of City Facilities & Equipment

1. The City agrees to permit the reasonable and limited use of City facilities and equipment, including telephones, personal computers and other information technology devices by unit employees for the conducting of official union business and will not interfere with the conduct of City business. Such use must be consistent with current City policies, procedures and practices, including but not limited to the City's Information Technology policy.
2. The use of City facilities must be scheduled in advance by contacting the appropriate department director, or designee.

L. Paid Release Time

1. Unit employees authorized release time to participate in union activities under this Section shall suffer no loss in any compensation and/or benefits.
2. Release time for union business or training shall be granted upon reasonable advance written notice to the City. Reasonable advance notice is considered at least seven (7) calendar days prior to the date of the planned activity. It is the responsibility of an authorized union representative or the individual employee to provide such reasonable advance written notice to the City. In the event the union representative or the individual employee fails to provide such reasonable advance notice, the City may deny the request if the employee's absence would negatively impact City services or operations.
3. For release time related to collective bargaining and/or any meetings which involve City management, it is the responsibility of the individual employee to notify his/her immediate supervisor of the meeting date/time as soon as the meeting is scheduled, but no later than his/her first work day after receipt of notice of such meeting.
4. A unit employee taking paid release time for more than one (1) work day shall forward a Leave Request form to his/her department director for tracking purposes.

M. Collective Bargaining

During collective bargaining for a successor MOU, the City shall release no more than eight (8) unit employees, including alternates, to participate in negotiations. Additional unit employees may be authorized to participate in negotiations by mutual agreement of both parties. Release time shall include preparation for bargaining, bargaining sessions with the City, and any required caucus time that occurs during normal work hours.

N. Release Time for Union Activities

1. Union Business

SEIU Local 721 is permitted five hundred (500) hours of paid release time per calendar year to pursue union business. Such union release time may not be accumulated and/or transferred to any subsequent calendar year.

2. Union Sponsored Training

The City agrees to allow each unit employee up to ten (10) hours of paid release time per calendar year to participate in Union sponsored training. The training must contribute to the unit employee's knowledge.

3. SEIU agrees City services should not be negatively affected by the use of release time for union activities and the use of such time is subject to prior approval by the employee's immediate supervisor, Department Director, or designee. The City will not unreasonably withhold such permission.

4. Any time spent for the purpose of collective bargaining, participating in meetings with City management related to the scope of representation or as provided by law, and participating in City-related Committee (i.e. Building Conditions Committee, Issues Committee, JLMC, etc.) or Employee Relations Consultation meetings shall not to be deducted from any of the release times allowed under this sub-section.

O. Bulletin Boards

1. The City agrees to continue to provide bulletin board space, for the exclusive use of unit employees, in the same City's facilities as used during the prior MOU. Upon written request to and approval by the City Manager, additional bulletin boards shall be provided for any newly created work locations where unit employees are assigned.

2. These bulletin boards will be paid for by the City and will be maintained by the Union. These bulletin boards shall be used for union business only. In no event will the Union interfere with or obscure postings of official City business.

3. The Union therefore agrees to continually self-monitor all bulletin boards assigned to them to ensure that they are maintained in an orderly manner. All material posted must be dated and contain a signature of an authorized union representative.

4. No item that can be reasonably interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards. The Union agrees to conduct itself in a businesslike, lawful manner.

5. The Union agrees to hold the City harmless and indemnify the City against any claim, cause of action, or lawsuits arising out of the Union's use, placement, installation, operation, goods, services, or device or any publication of libelous matter on union bulletin boards, or any use, placement, installation of any equipment, furniture, floor covering, records, or other personal property not owned by the City.

P. Employee Relations Consultation Meetings

The City Manager or designee and the HR/RM Director agree to meet with the Chapter President or designee and one (1) additional union representative on employee relations issues, not more than once a month for no more than one (1)

hour at a time, unless additional paid release time is authorized by the City Manager. The Union shall provide an agenda for such meetings at least three (3) days in advance of the scheduled meeting.

Q. Joint Labor-Management Committee

The City agrees to maintain a Joint Labor-Management Committee (JLMC) which includes management and union representatives. The JLMC shall meet quarterly at a mutually agreeable time, not to exceed two (2) hours, to discuss matters of mutual interest. Up to five (5) unit members may attend the JLMC meetings as paid release time.

R. Issues Committee

The City agrees to establish an Issues Committee which includes the City Manager, management and unit employees. The committee shall meet at mutually agreeable times, for a reasonable amount of time, to discuss issues pertaining to the Unit. Up to six (6) unit members may attend the committee meetings as paid release time.

Section 2.04 Confidential Employees — Employee Relations

- A. In accordance with Government Code Section 3507.5, many California public agencies designate certain key employees as confidential.
- B. The confidential employees are generally those who have access to confidential or privileged information dealing with labor relations.
- C. Therefore, those employees are not permitted to represent other employees of the agency in labor matters — negotiations or discipline hearings, for example — in order to avoid an obvious conflict of interest, the appearance of bad faith and the willful or inadvertent release of information that could seriously impair the labor-management relationships within the agency.
- D. Incumbent unit employees in classifications designated as confidential by the City Manager, after meeting and conferring with the Union, are prohibited from representing any employee organization on matters within the scope of representation.
- E. A confidential employee may be permitted to participate in certain labor relation functions if so approved in advance by the City Manager.

Article III. MANAGEMENT RIGHTS & RESPONSIBILITIES

Section 3.01 Introduction

The City reserves, retains and is vested with, solely and exclusively, all rights that have not been expressly abridged by specific provision of this MOU or by law to manage the City for the residents of El Monte, as such rights existed prior to the execution of this MOU.

The sole and exclusive rights of the City shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine policies, procedures, and the right to manage the affairs of the City;
- B. To determine the existence or nonexistence of facts, which form the basis of the Management decision;
- C. To determine the necessity, organization, and implementation of any service or activity conducted by the City or other governmental jurisdictions, and expand or diminish services;
- D. To determine the nature, manner, means, extent, type, quantity, quality, technology, standards, level and extent of services to be provided to the public;
- E. To determine methods of financing;
- F. To determine quality, quantity and types of equipment or technology to be used;
- G. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, organizational structure, size and composition of the work force and allocate and assign work by which the City operations and services are to be conducted;
- H. To plan, determine and manage the City budget which includes changes in the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including the right to contract for or subcontract any work or operation of the City;
- I. To assign work to and schedule unit employees in accordance with requirements as determined by the City and to establish and change work hours, schedules and assignments;
- J. To lay off unit employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive or not cost effective as determined by the City;
- K. To establish and modify productivity and performance programs and standards;
- L. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reduce, reprimand, withhold salary increases and benefits, or otherwise discipline unit employees for cause;
- M. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reallocate and reclassify unit employees;
- N. To hire, transfer, promote, reduce in rank, demote, reallocate, and terminate unit employees and take other personnel action for non-disciplinary reasons in accordance with the MOU and applicable resolutions and Codes of the City;
- O. To determine policies, procedures and standards for selection, training and promotion of unit employees;

- P. To establish unit employee performance standards, including quality and quantity standards, and to require compliance therewith;
- Q. To maintain order and efficiency in its facilities and operations;
- R. To establish, promulgate and/or modify rules and regulations, policies and procedures related to productivity, efficiency, conduct, safety, health and order in the City and to require compliance therewith;
- S. To restrict the activity of an employee organization on City property and on City time except as set forth in the Employment Relations Resolution, the Personnel Rules and Regulations, or this MOU;
- T. To take any and all necessary steps and actions to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or other time deemed necessary by the City not specified above.

Section 3.02 Impact on Management Rights

The City agrees to meet and confer with the Union, except in cases of emergencies defined in the MOU, over the exercise of a management right which has impact upon the wages, hours and terms and conditions of employment of unit employees, unless remedies for the impact consequences of the exercise of a management right upon unit employees are provided for in this MOU, the Personnel Rules and Regulations, or City ordinances.

Section 3.03 Contracting Work

In accordance with Government Code Sections 53060 and 3500-3510, the City reserves the right to contract for special services, including those services which due to technology, expertise or excessive workload cannot be performed by current City employees. The City agrees to meet and confer with the authorized bargaining unit representative regarding the effect of any such decision, pursuant to the MMBA.

Section 3.04 Dissemination of Union Information

Management shall disseminate to each new employee a union information welcome packet and a union membership application. The packet and application will be supplied to the City by the Union. The City agrees to immediately forward completed membership applications received to the Union or designated union representative.

Article IV. SALARIES & OTHER PAYS

Section 4.01 Salary Ranges

The Salary Resolution, Authorized Position Listing, and Salary Grade Table authorized by the City Council will be the guiding document for citywide budgeted positions and salary ranges in accordance with Title 2, Chapter 2.72, Sections 040 Classification and 050 Compensation of the City of El Monte Municipal Code.

Section 4.02 Salary Adjustments

A. Reinstatement of Deferred Salary Adjustments – January 1, 2016

Effective January 1, 2016, unit employees in all classifications shall receive a five percent (5%) salary adjustment above the classification's assigned salary range.

B. Salary Adjustment — January 1, 2017

Effective January 1, 2017, unit employees in all classifications shall receive a two percent (2%) salary adjustment above the classification's assigned range.

D. Salary Adjustment — July 1, 2017

Effective July 1, 2017, unit employees in all classifications shall receive a two percent (2%) salary adjustment above the classification's assigned range.

Section 4.03 Work Schedules

A. 4/10 Work Schedule

Effective November 2, 1992, unit employees were approved and assigned a "4/10" work schedule.

Hours of work will be each week either from 6:00 a.m. to 4:30 p.m. or 7:00 a.m. to 5:30 p.m., Monday through Thursday or Tuesday through Friday. Other work days and times may be assigned by the City after notification to and meeting with the Union.

B. 3/13 Work Schedule

Unit employees in the Police Department may be assigned to work a 3/13 work schedule consisting of thirteen (13) hours and twenty (20) minutes per day, three (3) days each week (hereinafter the "3/13 work schedule).

C. Alternating Work Schedule

Unit employees in the Police Department may work alternating work schedules each pay period as approved by management.

D. Impact if 4/10 or 3/13 is Rescinded

If the "4/10" or "3/13" work schedule is rescinded by the City and replaced with a "9/80" or "5/40" work schedule, the Day after Thanksgiving holiday and the employee birthday holiday will be reinstated.

E. Holidays and Personal Leave Counted as Ten (10) Hours

Holidays and personal leave days will be counted as ten (10) hours; regardless of whether or not a unit employee is working a schedule other than the "4/10".

F. Work Schedule Changes

Work schedule changes shall require a minimum of seven (7) calendar days' notice, except in the case of an emergency as determined by management.

If the minimum notice is not provided, the unit employee shall be compensated at the rate of one and one-half (1½) times the regular hourly rate for each hour that does not meet the minimum notice requirement.

Section 4.04 Break Periods

A. Meal Breaks

Unit employees assigned to the 4/10 work schedule shall be entitled to an unpaid meal break of forty (40) minutes each day.

Unit employees in the Public Works Maintenance Division shall be entitled to an unpaid meal break of thirty (30) minutes each day.

B. Rest Breaks

1. Rest break periods must be earned as any other benefit and are computed at the rate of fifteen (15) minutes per five (5) hours work or major fraction thereof, unless otherwise authorized by this MOU.

2. Rest breaks are scheduled and/or rescheduled by management or their designee so as not to impair service and as job requirements dictate.

3. Unit employees assigned to work the 4/10 work schedule may receive two (2) paid rest break periods of fifteen (15) minutes for each scheduled work day actually worked.

Unit employees in the Public Works Maintenance Division shall be entitled to two (2) rest break periods of twenty (20) minutes per each scheduled work day actually worked.

4. The duration of the rest break period shall consist of a cessation of work and will include the time involved in going to and from a rest area, unless otherwise authorized by this MOU.

5. Rest breaks are non-cumulative and shall not be added to any meal break time, vacation, or any other form of authorized absence from work, unless authorized by management or their designee.

6. Rest breaks may not be used at the beginning or the end of a work shift, unless authorized by management or their designee.

Section 4.05 Other Pays

A. Overtime Provisions

1. Regular Overtime

The City of El Monte is a twenty-four (24) hours a day, seven (7) days a week operation and therefore, unit employees must be available to work overtime as required.

All overtime authorized by the employee's supervisor, department director or designee shall be compensated at the rate of one and one-half (1½) times the unit employee's regular hourly rate of pay.

Overtime is defined as follows:

- a) For unit employees assigned to work a 4/10 schedule [consisting of four (4) days of ten (10) hours each for a forty (40) hour work week], overtime is time worked in excess of ten (10) hours a day or more than forty (40) hours in a work week.
- b) For unit employees assigned to work a 5/40 schedule [consisting of five (5) days of eight (8) hours each for a forty (40) hour work week], overtime is time worked in excess of eight (8) hours in a work day or more than forty (40) hours in a work week.
- c) For job sharing unit employees, overtime is time worked in excess of forty (40) hours in a work week.
- d) Regular overtime is time worked past the regularly scheduled work shift, which is required and authorized by the unit employee's supervisor.
- e) When unit employees are required to work more than thirty (30) minutes beyond the regularly scheduled work day or duty shift.
- f) For the purpose of calculating overtime, holiday leave shall be counted as time worked.
- g) Commission Secretaries shall be guaranteed two (2) hours of overtime each month or overtime payments as outlined in this section, whichever is greater.

B. Compensatory Time

1. Compensatory Time in Lieu of Overtime Paid

- a) Unit employees who work regular overtime as defined in this MOU shall be compensated at one and one-half (1½) times the hourly rate in effect at the time such overtime service was rendered or by the use of compensatory time off at a rate of one and one-half (1½) hours for each overtime hour worked.

b) The unit employee shall be given the option of receiving overtime pay or accruing compensatory time off.

2. Compensatory Time Accumulation Bank

A unit employee shall be allowed to accumulate up to one hundred (100) hours of compensatory time. Any compensatory time in excess of one hundred (100) hours shall be paid at a rate of one and one-half (1½) times the hourly rate of the unit employee in effect at the time such overtime service was rendered.

3. Use of Compensatory Time

Compensatory time off shall be granted at such time as is mutually agreed upon between the involved unit employees and their department directors or designee. Approval of the use of compensatory time off will be made with due consideration for the need to provide services to the community.

C. Longevity Pay (CalPERSable Compensation)

1. Purpose

The longevity pay program is based upon all service time worked by the unit employee in regular employment with the City of El Monte.

2. Length of Service/Compensation

Eligible unit employees shall receive extra compensation above their base salary as follows:

YEARS/MONTHS OF SERVICE	EMPLOYEE HIRE DATES	
	On or Before 06/30/1985	On or After 07/01/1985
After five (5) years (60) months	Two percent (2%)	\$ 75 per month
After ten (10) years (120) months	Four percent (4%)	\$ 100 per month
After fifteen (15) years (180) months	Five percent (5%)	\$ 125 per month
After twenty (20) years (240) months	Six percent (6%)	\$ 150 per month

D. Second Tier - Additional Longevity Pay (CalPERSable Compensation)

1. Effective March 16, 2007, the City implemented a second tier of longevity pay (in addition to the longevity pay referred to in the preceding paragraph). Eligible unit employees shall receive additional compensation, above their base salary, as follows:

YEARS/MONTHS OF SERVICE	EMPLOYEE HIRE DATES	
	On or Before 06/30/2000	07/01/2000 - 01/01/2011
More than five (5) years, but less than ten (10) years	Six percent (6%)	Three percent (3%)
Ten (10) years or more	Six percent (6%)	Six percent (6%)

2. Employees hired after January 1, 2011 are not eligible to receive Additional Longevity Pay.

E. Education Incentives (CalPERSable Compensation)

1. Compensation

- a) Each unit employee who possesses an eligible Associate of Arts or Science degree shall receive fifty dollars (\$50.00) per month.
- b) Each unit employee who possesses an eligible Bachelor of Arts or Science degree shall receive one hundred dollars (\$100.00) per month.
- c) Payments shall become effective the first day of the month following the submission of the college transcripts or the date the employee enters the unit.
- d) The City shall make retroactive payments, to all eligible employees, to the first full pay period following January 1, 2016.

2. Eligibility

Degrees must be obtained from an institution of higher learning with applicable accreditation, not be mandated to meet the classification's minimum job requirement criteria, and contribute to the employee's job knowledge, skills, and ability. To qualify, employees must follow procedures as set forth by the HR/RM Department.

F. Certification and Licensure Incentives (CalPERSable Compensation)

1. Commercial Pesticide Applicator

- a) Unit employees in maintenance positions who earn certification as a Commercial Pesticide Applicator, as determined by the State of California Department of Food and Agriculture, shall be paid an additional two and three-fourths percent (2¾%) per month above their base salary.
- b) The City agrees to pay the annual license fee and continuing education costs for such certification.

- c) Unit employees initially seeking compensation under this provision must obtain written approval of the department director or designee prior to beginning the certification process. Unit employees who do not obtain written prior approval and otherwise obtain the relevant certification will not be eligible to receive compensation.

2. Peace Officer Standards and Training Certification

- a) Effective January 1, 2016, unit employees who possess the following certificates, issued by the Peace Officer Standards and Training (P.O.S.T.), shall be eligible to receive fifty dollars (\$50.00) monthly per P.O.S.T. certificate, for up to a maximum of two (2) P.O.S.T. certificates or one hundred dollars (\$100.00) monthly:
 - Intermediate Public Safety Dispatcher
 - Advanced Public Safety Dispatcher
 - Dispatch Supervisor
 - Records Supervisor
- b) Unit employees seeking compensation shall submit a copy of the P.O.S.T. certificate to the HR/RM Department for approval. A receipt shall be provided to the employee when the request is submitted. The approval process shall take no more than ten (10) calendar days and the employee shall receive the additional compensation effective the first payroll period following the HR/RM Director's approval.
- c) The City shall make retroactive payments, to all eligible employees, to the first full pay period following January 1, 2016.

3. Water and Wastewater Certification

- a) Effective January 1, 2016, unit employees who possess and maintain the following certificates in water or wastewater shall be eligible to receive fifty dollars (\$50.00) monthly per certificate, for up to a maximum of two (2) certificates or one hundred dollars (\$100.00) monthly:
 - Water
 - T1 – T5
 - D1 – D5
 - Wastewater
 - C1 – C4

The City shall make retroactive payments, to all eligible employees, to the first full pay period following January 1, 2016.

b) Required Certifications

These water and wastewater certification incentives only apply to certifications that are not mandated to meet the classification's minimum job requirement criteria.

- c) Unit employees seeking compensation shall submit a copy of the certification to the HR/RM Department for approval. A receipt shall be provided to the employee when the request is submitted. The approval process shall take no more than ten (10) calendar days and the employee shall receive the additional compensation effective the first payroll period following the HR/RM Director's approval.
- d) Unit employees shall not be paid a certification incentive in excess of one hundred dollars (\$100.00) monthly for possessing a combination of the water/wastewater certifications in this subsection and the additional certifications/licensures in Subsection 6 below.

4. Commercial Driver's License

- a) Unit employees in qualifying classifications shall be eligible to receive fifty dollars (\$50.00) per month for obtaining a State of California Class "A" license with tanker endorsement (inclusive of endorsements) or a Class "B" license with passenger endorsement (inclusive of endorsements) provided the following conditions are met:
 - Proof of possession of a valid license must be provided to the HR/RM Department for verification of eligibility; and
 - Employee must sign up for and remain on the Stand-By list for the duration of time he/she receives this additional compensation; and
 - Employee must continue to maintain the valid license; and
 - Employee must participate in both the Department of Transportation (DOT) Random Drug Screening Program and the City Department of Motor Vehicles (DMV) Pull Notice Program.

The City shall make retroactive payments, to all eligible employees, to the first full pay period following January 1, 2016.

- b) The loss of licensure for any reason or amount of time must be reported immediately to the HR/RM Department. Such loss of licensure may temporarily or permanently bar the employee from receipt of this additional compensation.
- c) The City will reimburse unit employees for all reasonable costs incurred in obtaining and renewing such licenses. Reasonable costs are considered the cost of those license components and endorsements that are in excess of the costs incurred in obtaining or renewing a regular Class "C" driver's license.

d) Required Licensure

The City has required a variety of designated classifications be filled by unit employees holding a valid Class "A" or a Class "B" commercial driver's license.

Unit employees who are unable to qualify for a commercial driver's license due to medical reasons, shall be reasonably accommodated and not subject to discipline or termination solely due to their medical inability to qualify for a commercial driver's license.

5. Additional Certifications and Licensures

- a) Effective January 1, 2016, unit employees who possess and maintain the following additional certificates/licenses shall be eligible to receive fifty dollars (\$50.00) monthly per certificate, for up to a maximum of two (2) certificates/licenses or one hundred dollars (\$100.00) monthly:

- Applicator Advisor
- Welder

The City shall make retroactive payments, to all eligible employees, to the first full pay period following January 1, 2016.

- b) Unit employees seeking compensation shall submit a copy of the certification or license to the HR/RM Department for approval. A receipt shall be provided to the employee when the request is submitted. The approval process shall take no more than ten (10) calendar days and the employee shall receive the additional compensation effective the first payroll period following the HR/RM Director's approval.
- c) These additional certification and licensure incentives only apply to certifications and licenses that are not mandated to meet the classification's minimum job requirement criteria.

Unit employees shall not be paid a certification incentive in excess of one hundred dollars (\$100.00) monthly for possessing a combination of the additional certifications/licenses in this subsection and water/waste water certifications in Subsection 4 above.

G. Acting Pay

1. Eligibility

Each unit employee who, by written assignment of his/her supervisor approved by the department director and submitted on a Personnel Action Form (PAF), performs the duties of a position with a higher salary classification than that in which he/she is regularly employed, shall receive the compensation specified for the position to which he/she is thus assigned if he/she performs the duties thereof for a period of three (3) or more consecutive work days.

2. Compensation

- a) The Acting Pay increased compensation shall be at such a salary step within the higher classification as will accord such unit employee an increase of at least five percent (5%) over his/her current regular compensation.
- b) Acting pay shall begin on the third (3rd) consecutive day of work in the acting classification and shall be retroactive to the first (1st) day of the acting assignment.

3. Limitations

- a) In no event shall an eligible unit employee receive more than a fifteen percent (15%) increase over the unit employee's current regular compensation during an acting assignment.
- b) A unit employee in an FLSA non-exempt position acting in an FLSA exempt mid-management position shall still be entitled to receive overtime pay in accordance with this MOU.

H. Translator Pay

1. Speaking Another Language

Eligible unit employees who, are certified by the City and appointed by their Department Director or designee, to speak (basic conversational skill) a language (other languages include but are not limited to Spanish, Mandarin, Chinese, Vietnamese, or other languages as approved in advance by the City Manager or designee) other than English shall receive fifty dollars (\$50.00) per month for use of this language in the performance of their job.

2. Speaking, Reading and Writing Another Language

Eligible unit employees, who are certified by the City and appointed by their Department Director or designee, to speak, read and write a language (other languages include but are not limited to Spanish, Mandarin, Chinese, Vietnamese, or other languages as approved in advance by the City Manager or designee) other than English shall receive seventy-five dollars (\$75.00) per month for use of this language in the performance of their job.

3. Limit on the Number of Translator Assignments

- a) The total number of translator assignments shall not exceed twenty percent (20%) of the general non-management employees in each City department, unless additional translator assignments are approved by the City Manager or designee.
- b) Additional translator assignments can be approved by the City Manager or designee if sufficient funds are available in the respective departmental budget to cover the increased costs.

- c) The City Manager or designee shall determine the number of translator assignments per language.

I. Training Pay

1. Purpose

The purpose of training pay is to compensate unit employees for situations where intensive, continual, and hands-on training duties are assigned to the unit employee.

2. Compensation and Eligibility

Any unit employee, specifically assigned in writing by a supervisor to train a co-worker, in a classification which is not required to train as part of his/her minimum job criteria, shall receive a two and one-half percent (2.5%) base salary increase on a per work day basis, to the extent that it can be demonstrated to the City that at least fifty percent (50%) of the trainer's work day has been devoted substantially to the training of a co-worker.

3. Examples of Ineligibility

- a) *A senior clerk is assigned to provide orientation to a newly hired clerk. The strong possibility exists that "training" is undertaken in a relatively brief period of time or on a sporadic basis during the day or even during the week. Therefore, the senior clerk would not qualify for training pay.*
- b) *A newly hired employee periodically asks a senior employee for advice or assistance on office procedures. The senior employee would not qualify for training pay.*

J. Search and Sample Collection Pay

1. Compensation

Unit employee possessing the appropriate training and qualifications to perform body searches or urine sample collection shall be compensated at the rate of fifty dollars (\$50.00) per incident. The compensation must be authorized and approved by the supervisor on duty.

The City shall make retroactive payments, to all eligible employees, to the first full pay period following January 1, 2016.

2. Limitations

Civilian unit employees (with the exception of jailers) assigned to work in the Police Department shall not be required to perform body searches, except in the case of emergency.

K. Shift Differential Pay

1. Compensation

Unit employees who are assigned to work swing and graveyard shifts shall be paid one hundred and seventy-five dollars (\$175.00) per month.

The City shall make retroactive payments, to all eligible employees, to the first full pay period following January 1, 2016.

2. Eligibility

If a unit employee's regular work shift starts between 12:00 p.m. (noon) and 5:00 a.m., that unit employee is entitled to receive shift differential pay.

3. Limitations

All other unit employees, whose regular work shifts start in hours outside of the hours listed above, are ineligible to receive shift differential pay.

L. Standby Pay

1. Definition of a Standby Assignment

A standby assignment is defined as when a unit employee is assigned to be "on call" or standby for all off-duty hours and must be able to return to work within a short period of time upon request by management. Unit employees on standby assignment must carry a cell phone to be contacted at any time.

2. Compensation for Standby

a) Unit employees will be compensated a minimum of fifteen (15) hours of straight pay for each seven (7) days assigned to standby.

b) Unit employees are permitted to bank fifteen (15) hours of standby pay per each standby period.

c) For each recognized City holiday (excluding Floating Holidays) that occurs within the seven (7) day standby period, the unit employee will be compensated an additional four (4) hours per holiday. For half-day holidays, the unit employee will be compensated an additional two (2) hours.

M. Call Back Pay

1. Definition of Call Back

A call back is defined as when a unit employee is requested to physically return to perform work after that person has completed a regular work schedule and has left work or is on a day off. Call backs must be authorized by a Department Director, supervisor or designee.

2. Compensation for Call Back

- a) Unit employees shall be compensated a rate of one and one-half (1½) times their regular hourly rate of pay for a minimum payment of two (2) hours per call back. Unit employees shall be compensated for all call backs, regardless if they are assigned to standby.
- b) Unit employees will be compensated from the time they leave their residence until they arrive back at their residence, so long as they respond to such call backs and return to their residence in a reasonable amount of time, as determined by the Department Director, supervisor or designee.

Section 4.06 Employer Paid Deferred Compensation (Non-CalPERSable Compensation)

A. Requirement for City Contribution

- 1. All unit employees hired prior to July 1, 2008 must join the City sponsored 401(a) Deferred Compensation Plan.
- 2. Effective January 1, 2016, for unit employees hired prior to July 1, 2008, the City shall contribute a total of two percent (2%) of each eligible unit employee's base salary, which includes longevity pay, to a City sponsored deferred compensation plan.

B. Limitations

- 1. The amounts contributed to the Plan are subject to the statutory limits outlined in the codes of the Internal Revenue Service ("IRS").
- 2. All unit employees may still participate in other City deferred compensation plans in addition to the Plan

Section 4.07 Salary Steps

A. Step 1

A new unit employee should receive this entry-level step upon hire or entry into the Unit.

B. Step 2

A unit employee should receive this step after the completion of six (6) months of satisfactory service in Step 1 in the same classification.

C. Step 3

A unit employee should receive this step after the completion of twelve (12) months of satisfactory service in Step 2 in the same classification.

D. Step 4

A unit employee should receive this step after the completion of twelve (12) months of satisfactory service in Step 3 in the same classification.

E. Step 5

A unit employee should receive this step after the completion of twelve (12) months of satisfactory service in Step 4 in the same classification.

F. Placement at Higher Step

The City Manager may approve a unit employee to be placed at a higher step on the authorized salary range for the classification. The unit employee may then advance on the salary range for the classification after the completion of twelve (12) months of satisfactory service in the salary step for the same classification.

G. Placement Upon Promotion

Upon promotion, a unit employee shall be placed at a salary step within the higher classification as will accord the unit employee with an increase of at least five percent (5%) over his/her current salary step, including Acting Pay if applicable. The unit employee may then advance on the salary range for the classification after the completion of twelve (12) months of satisfactory service in the salary step for the same classification.

Section 4.08 Court Time

A. Court Appearance Time

1. Court appearance time is time spent by a unit employee, when required to attend court in response to a subpoena in a civil or criminal case, at a time other than that regularly required of such unit employee for employment, for the purpose of testifying as to knowledge acquired or claimed to have been acquired by such unit employee in the course of employment with the City.
2. All job-related court time actually spent at the location specified in the subpoena shall be compensated at a rate of one and one-half (1½) times the unit employee's regular hourly rate as follows:
 - a) Minimum guaranteed payment of two (2) hours for locations in the City of El Monte; or
 - b) Minimum guaranteed payment of four (4) hours for locations outside of the City of El Monte (i.e. City of Pomona, Downtown Los Angeles, etc.)

B. Court Standby Time

1. For the purpose of this paragraph, court standby time will be interpreted as that court time during which a unit employee will be on-call at a location

where that person will be able to appear in court within one (1) hour from the time contacted.

2. Compensation for court standby time in municipal, superior or juvenile court shall be at straight time pay.
3. Unit employees shall be guaranteed four (4) hours of straight time pay for court standby pay for A.M. court appearances.
4. Unit employees shall be guaranteed four (4) hours of straight time pay for court standby pay for P.M. court appearances.

Section 4.09 Off-Hours Contact

- A. Off-Hours Contact is work performed remotely by an off-duty unit employee due to being contacted via phone, pager, text, email or any other form of electronic communication for information, guidance or assistance, after that person has completed a regular work schedule and has left work or is on a day off.
- B. The contacted unit employee is guaranteed fifteen (15) minutes of overtime pay or compensatory time off in lieu of such pay. Additional time spent on such off-hours contact shall be paid in increments of the nearest fifteen (15) minute interval.

For example – If a unit employee is called for twenty (20) minutes, he/she will be paid fifteen (15) minutes of overtime, but if the unit employee is called for twenty-three (23) minutes, he/she will be paid for thirty (30) minutes of overtime.

- C. The unit employee will have to submit a brief description for each off-hours contact with his/her timesheet.
- D. Should a unit employee receive a text message from his/her supervisor, the unit employee shall call the supervisor back if they want to be compensated under this provision. However, it is understood that responding to off-hours contact is completely optional, except as may otherwise be provided or required in this MOU (i.e. declared emergencies, assignment to standby or on-call, etc.).

Article V. BENEFITS

Section 5.01 Medical Insurance

- A. Contribution

Effective January 1, 2016, the City shall contribute the amount of the second lowest cost HMO family plan rate, for the “Los Angeles Area Region” (Los Angeles, San Bernardino, and Ventura County) offered by CalPERS, towards the cost of the monthly medical insurance coverage for each unit employee and his/her enrolled qualified family members from an approved CalPERS health plan.

- B. Excess Contribution (Non-CalPERSable Compensation)

1. Employees who submitted an application on or before January 1, 2016 and employees hired on or before January 1, 2016

- a) If the unit employee does not use the full contribution provided, then the unit employee may opt to take the excess portion of the monthly contribution as either taxable cash or have the amount contributed to a City deferred compensation plan.
 - b) If a unit employee can provide to the HR/RM Director proof of alternate and adequate medical coverage, then the unit employee may elect not to purchase medical insurance from the City and instead opt to take the full monthly contribution as either taxable cash or have the amount contributed to a City deferred compensation plan.
2. Employees who submitted an application after January 1, 2016 and employees hired after January 1, 2016
- a) If the unit employee does not use the full contribution provided, then the unit employee may opt to take the excess portion of the monthly contribution, up to a maximum of five hundred dollars (\$500.00) per month, as either taxable cash or have the amount contributed to a City deferred compensation plan.
 - b) If a unit employee can provide to the HR/RM Director proof of alternate medical coverage, then the unit employee may elect not to purchase medical insurance from the City and instead opt to take the monthly contribution, up to a maximum of five hundred dollars (\$500.00) per month, as either taxable cash or have the amount contributed to a City deferred compensation plan.

Section 5.02 Medical Benefit Structure

The City retains all duties and responsibilities it has had for the administration of the City's medical insurance plans.

The basic benefit structure of the City's medical insurance plans shall not be reduced during the term of this agreement, unless by mutual written agreement between the City and the Union.

The City reserves the right to increase benefits if it so desires.

Section 5.03 Dental Insurance

The City shall provide unit employees with access to a dental insurance plan. Unit employees and their qualified family members may enroll in a City sponsored dental insurance plan. Any required payments for a vision insurance plan must be deducted from the monthly medical insurance contribution or via automatic payroll deductions.

Section 5.04 Vision Insurance

The City shall provide unit employees with access to a vision insurance plan. Unit employees and their qualified family members may enroll in a City or Union sponsored vision insurance plan. Any required payments for a vision insurance plan must be deducted from the monthly medical insurance contribution or via automatic payroll deductions.

Section 5.05 Life Insurance

Unit employees may be eligible to participate in the Group Term Life Insurance Plan for the City of El Monte. Any required payments for the Group Life Insurance plan must be deducted from the monthly medical insurance contribution or via automatic payroll deductions.

Section 5.06 Long Term Disability Insurance

Unit employees may be eligible to purchase Long Term Disability Insurance through the City. Any premiums for Long Term Disability Insurance shall be paid in full by each participating unit employee through payroll deduction.

Section 5.07 Hepatitis Immunizations

- A. The City agrees to provide Hepatitis A or B immunizations to unit employees in the following classifications:
- Jailer
 - Parks Maintenance Worker
 - Public Works Maintenance Worker
 - Matron
 - Evidence Technician
 - Recreation Coordinator
 - Social Worker
 - Waste Management Analyst
- B. The City agrees to consider extending this benefit to additional classifications upon request by the Union.
- C. City has the option to provide such immunizations by reimbursing the unit employee for the cost of any co-payment if they use their individual medical insurance, or by sending the employee to a City-designated medical facility.

Section 5.08 Pre-Tax Benefits

A. Requirements

1. IRS Section 125c

Unit employees are eligible for pre-tax benefits payable under IRS Section 125c, including medical, dental and vision insurance premiums.

2. Flexible Savings/Spending Account (FSA)

As outlined in the IRS Code, unit employees may submit certain out-of-pocket expenses (such as unreimbursed medical expenses and child care expenses) to the City's third party administrator. Employees may contact the HR/RM Department for more information and/or to enroll in an FSA.

B. Eligible Deductions

If such out-of-pocket expenses meet the requirements of the IRS Code, these expenses shall be deducted from the unit employee's gross pay as reported to the IRS thereby lowering the unit employee's total tax liability during the year.

Section 5.09 Other Benefits

A. Tool Maintenance Allowance

Lead Equipment Service Workers and Equipment Service Workers assigned to the Police Department shall receive one hundred and fifty dollars (\$150.00) per month for the purpose of purchasing and replacing, as needed, job related tools used to perform their job duties.

B. Mileage Reimbursement

1. Eligibility

- a) Unit employees who are requested or assigned to use private vehicles in the conduct of City business shall be compensated for miles actually traveled in the conduct of City business.
- b) The mileage reimbursement rate is determined by the IRS and the City shall adopt that reimbursement rate.

2. Mileage Expense Claims

All claims for reimbursement of such mileage expense shall be presented in writing no later than fifteen (15) days after the close of the calendar month in which the charges are incurred and shall be subject to the approval of the City Manager or designee.

C. Educational Reimbursement

The City may provide reimbursement to eligible unit employees who are required to participate in continuing education courses to maintain certification or licensure. Such reimbursement is subject to prior written approval by the City Manager or designee.

D. Job-Related Training, Seminars or Conferences

Unit employees may request to attend job-related training, seminars or conferences. Such requests are subject to approval and budgeting by the Department Director and City Manager. This does not preclude the Department Director from assigning training to unit employees.

E. 457 Deferred Compensation

All unit employees may voluntarily participate in available 457 deferred compensation plans. Any voluntary contributions made to such plans must be made via automatic payroll deductions. The amounts contributed to the plans are subject to the statutory limits outlined in the codes of the IRS.

F. Ancillary Benefits

All unit employees may voluntarily participate in available ancillary benefit plans. Any required payments to such plans must be deducted from the monthly medical insurance contribution or via automatic payroll deductions.

G. Uniforms

1. Uniforms Provided by the City

- a) The City agrees to provide nine (9) complete uniform changes to each unit employee who is required to wear a uniform while on the job.
- b) For unit employees at Public Works and Park Maintenance, the City agrees the employee may select the number of short pants and long pants desired, but the City shall not provide more than a total of nine (9) pants per unit employee.

Additional pants may be purchased at the employee's expense so long as the pants purchased are identical to City specifications.

- c) The City also agrees to provide a choice of ball hats or hats with adequate sun protection to unit employees on an "as needed" basis.

Additional hats may be purchased at the unit employee's expense so long as the hats purchased are identical to City specifications.

- d) All details, such as the purchase, rental or cleaning of uniforms, the selection of the supplier, frequency of service and the like, shall be determined by the City Manager or designee.

2. Optional Uniform Shirts

- a) The City agrees eligible unit employees, who are required to wear uniforms, shall be allowed the option to purchase and wear T-shirts or polo shirts approved by the City. Only unit employees in the following departments, divisions or classifications are eligible for this option:

- Community Services Department
- Public Works Division
- Code Enforcement Division
- Building Division
- Housing Division of the Community Development Department
- Field Maintenance

b) The City shall designate the type of shirts and the periods of time during the year in which these shirts may be worn; however, the current Public Works year-round policy shall remain in effect.

3. Safety Boots, Gloves and Jackets

a) Safety work boots, gloves and safety jackets shall be provided to eligible unit employees in field and equipment maintenance classifications, as determined by the City Manager or designee, on an “as needed” basis.

b) The selection of the supplier, frequency of issue and the like shall be determined by the City Manager or designee.

Article VI. LEAVES

Section 6.01 Holidays

A. Official Paid Holidays for Unit Employees

The official paid City recognized holidays granted to unit employees are as follows:

HOLIDAY	DAY
New Year’s Day	January 1 st
Martin Luther King, Jr. Birthday	3 rd Monday in January
President’s Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 th of July
Labor Day	1 st Monday in September
Veteran’s Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 th
(2) Floating Holidays	Twenty (20) hours total

Designated holidays shall be paid to the employee or accrued at the employee’s request, as they occur, at the rate of ten (10) hours for each designated holiday.

B. Holiday Banks

1. Two (2) separate holiday banks shall be established for each unit employee. One holiday bank shall be considered the Annual Holiday Bank and the other holiday bank shall be considered the Floating Holiday Bank.

2. Holiday hours from designated holidays, but excluding the floating holidays,

may be accumulated in the Annual Holiday Bank for up to a maximum of ninety (90) hours each calendar year.

3. Employees shall begin to receive the designated holidays, as they occur, following their effective date of hire or entry into the Unit.

For example: An employee's date of entry into the Unit is July 1st. He/she will be eligible to paid for, or accrue, designated holiday hours from Independence Day through New Year's Eve, which equals fifty (50) hours.

4. The Floating Holiday Bank shall be established on January 1st of each year and shall not be pro-rated. All employees, regardless of their effective date of hire or entry into the Unit, shall receive the twenty (20) hours of Floating Holidays each calendar year.

For example: An employee's date of entry into the Unit is December 26th. He/she will receive a Floating Holiday Bank for the remainder of the calendar year that only includes the two Floating Holidays, which equals twenty (20) hours. These hours must be used by December 31st or they will be forfeited.

C. Cash Out of Remaining Holiday Hours

1. On or about the second (2nd) pay check in January of each calendar year thereafter, each unit employee shall receive a cash payment for any accumulated time in the Annual Holiday Bank from the previous calendar year at straight time on the base hourly rate.
2. There shall be no carryover of any banked holiday hours from one (1) calendar year to another.
3. Hours in the Floating Holiday Bank that are not used in the same calendar year in which they are earned shall be forfeited and shall not be cashed out or carried over to the next calendar year.

D. Employees Separating from the City

1. Employees who leave City employment shall be paid for any accumulated designated holiday hours in their Annual Holiday Bank at his/her current base hourly rate at the time of separation.
2. Employees who leave City employment shall not be paid for any unused holiday pay in their Floating Holiday Bank.

E. Use of Banked Holiday Time

Unit employees may use accumulated holiday hours in their Annual Holiday Bank and Floating Holiday Bank in as little as one (1) hour increments.

F. Holidays on a Sunday

Holidays falling on Sunday will be observed on the following Monday.

G. Ordered to Work Holidays

1. Any unit employee who is ordered to work on a holiday or assigned to a classification that regularly works on a holiday described in this Article shall be compensated for any and all such hours actually worked at the rate of one-half (1/2) times the employee's base salary rate.

For example: If an employee works ten (10) hours, he/she will be paid a total of fifteen (15) hours for the day — ten (10) hours of regular pay and an additional five (5) hours of additional regular pay.

2. The additional pay referred to in this paragraph must be paid in salary and not in compensatory time.
3. For the purpose of this paragraph, the phrase "regularly works" means work that recurs at fixed and uniform intervals.
4. Unit employees will receive this extra increment if they work on the holiday itself, not on the day the holiday is observed by the City.
5. If a unit employee is required to work on a holiday, the unit employee may opt to bank such holiday hours in their Annual Holiday Bank and subsequently use them as paid leave during the same calendar year. Any such holiday hours remaining the Annual Holiday Bank at the end of the calendar year shall be cashed out in accordance with this Section.

Section 6.02 Vacation

A. Vacation Time Accruals

Vacation shall be accrued each pay period on the following basis:

YEARS EMPLOYED (MONTHS)	ACCRUAL PER WORK HOUR	ANNUAL ACCRUAL
0 – 2 yrs (0 – 24 months)	2.31 minutes	80 hours
2 – 9 yrs (25 – 108 months)	3.46 minutes	120 hours
10 yrs (109 – 120 months)	3.69 minutes	128 hours
11 yrs (121 – 132 months)	3.92 minutes	136 hours
12 yrs (133 – 144 months)	4.15 minutes	144 hours
13 yrs (145 – 156 months)	4.38 minutes	152 hours
14 yrs (157 months & thereafter)	4.62 minutes	160 hours

B. Vacation Time Taken in Increments

Unit employees may take vacation time off in as little as one (1) hour increments.

C. Probationary Employees

Probationary unit employees are not restricted in their use of accrued vacation time, so long as such vacation time is approved by his/her supervisor or department director.

D. Maximum Vacation Accruals

1. Unit employees hired on or before June 30, 2012 shall be allowed to continue to accrue unlimited vacation hours.
2. Unit employees hired on or after July 1, 2012 shall be allowed to accrue a maximum of three hundred and sixty (360) hours of vacation leave. Vacation hours earned in excess of the three hundred and sixty (360) hours accrued will be paid out to the employee on the following pay period.

E. Payout of Vacation Upon Separation from Service, Retirement, or Death

All accrued vacation hours shall be paid out, or upon request deposited into the employee's deferred compensation plan up to the legal limits, at the employee's current rate of pay at the time of separation from service, retirement, or upon death.

Section 6.03 Sick Leave

A. Sick Leave Accrual Rate

Upon hire, sick leave shall begin to accumulate at the rate of ten (10) hours each calendar month of service.

B. Use of Sick Leave

1. Sick leave shall not be considered as a privilege, which a unit employee may use at that person's discretion.
2. Sick leave shall be allowed to cover an employee's absence due to any of the following:
 - a) The diagnosis, care, treatment of an existing health condition, or preventative care for, an employee.
 - b) The diagnosis, care, treatment of an existing health condition, or preventative care for, a qualified family member.
 - c) The employee is a victim of domestic violence, sexual assault, or stalking.
 - d) Any other leave of absence as allowed by law, including pregnancy and/or complications related to pregnancy.
 - e) Any additional reason that may be required by Labor Code Section 246.5(a).
3. For the purpose of Sick Leave, a qualified family member is defined as a: parent (including step, foster and in-law), child (including biological, step, adopted, foster, grand, acting as loco parentis, in-law, grand in-law, or any form of legal guardianship), spouse, grandparent (including in-law), sibling (including in-law), registered domestic partner, and any other person related to the unit employee by blood or marriage, who has been living in the unit employee's household for at least six (6) consecutive months.

4. Employees may use up to the full accumulated amount of sick leave to attend to the illness of a qualified family member. It is understood the City may require the employee to provide certification from a healthcare provider for sick leave use for a qualified family member. As applicable, unit employees will be required to sign an affidavit of compliance, designed by the City, affirming that the six (6) consecutive months' requirement has been met.

C. Sick Leave Notification Requirement

1. In order to receive compensation while absent on sick leave, the employee shall notify the appropriate supervisor prior to, or within the first two (2) hours after the time set for beginning that unit employee's work schedule, or as may be specified by the department director.
2. All affected unit employees shall be entitled to sick leave privileges up to the amount of hours accumulated.
3. When the absence is less than or equal to seven (7) calendar days, the unit employee must submit a City Leave Request.
4. When the absence is for more than seven (7) calendar days, the unit employee must submit a physician certificate stating the employee's ability to return to work.

D. Payoff of Sick Leave

1. A unit employee shall be paid accumulated sick leave at the hourly rate of that person's last position upon separating employment with the City due to death, layoff, service retirement, or disability retirement.
2. The eligible unit employee will be paid up to fifty percent (50%) of all unused accumulated sick leave up to a maximum of sixteen hundred (1600) hours.

6. Conversion of Sick Leave Upon Retirement

A unit employee retiring from the City may opt to convert up to one hundred percent (100%) of unused accumulated sick leave, which has not been paid out, to service credit in accordance with CalPERS regulations, procedures, and limits (G.C. 20965).

Section 6.04 Personal Leave

- A. Unit employees will be allowed to use up to fifty (50) hours of accumulated sick leave per calendar year, for the purpose of conducting personal business, which must be performed during normal business hours.
- B. Such requests for personal business leave must be approved in advance by the unit employee's department director.
- C. Any unused personal business leave hours may not be carried over from year to year.

Section 6.05 Administrative Leave

Unit employees are not eligible for the Administrative Leave benefit.

Section 6.06 Bereavement Leave

- A. A unit member may use up to thirty (30) hours of accrued sick leave in the event of the death, or imminent death, of a member of the employee's immediate family (defined as a spouse, registered domestic partner, child, parent, sibling, grandparent, and step or in-law relationships of the same categories).
- B. In the event the employee is required to travel five hundred (500) miles or greater, he/she shall be allowed to use up to twenty (20) additional hours of accrued sick leave.
- C. An employee that finds they need additional time off may request to utilize accrued time from other leave banks, excluding sick leave, to cover the extended absence. Such additional time off is subject to approval by the Department Director based upon operational needs.

Section 6.07 Leave for Child-Related Activities

- A. Upon request, an employee may take off up to forty (40) hours per year, up to eight (8) hours per month, for child-related activities if the employee is a parent with one (1) or more children attending kindergarten, grades 1 to 12, or is at a licensed child care provider. This includes finding, enrolling, or re-enrolling a child in school or with a licensed child care provider, addressing a child care provider, and responding to a school/child care provider emergency including a request for a child to be picked up from school/child care, behavioral/discipline problems, closure or unexpected unavailability of the school/child care (excluding planned holidays), or a natural disaster. An employee desiring to be paid for such time must use accrued leave to cover the absence.
- B. For the purpose of this section, a parent is defined as a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in *loco parentis* to, the child.

Section 6.08 Jury Duty

- A. Notification

Any unit employee who is summoned to serve on jury duty shall immediately notify the appropriate supervisor of summons to jury duty and corresponding date and time.

- B. Jury Fees

The unit employee must waive or give the City any fees received as a juror in exchange for regular pay, excluding mileage fees or fees received on a regularly scheduled day off.

C. Maximum Jury Duty

The City shall reimburse the unit employee a maximum of eighty (80) hours of jury duty each year.

If a unit employee is required to serve on jury duty for more than eighty (80) hours each year, the City will promptly meet and confer on the issue upon written request of the Union submitted to the City Manager.

Section 6.09 Military Leave

A. Annual Active Military Duty

Regular unit employees who have been employed with the City for one (1) year or more shall be entitled to such leave of absence with pay for the first thirty (30) calendar days of annual active military duty for training purposes.

B. Limitations

Unit employees with less than one (1) year of service shall receive leave of absence without pay.

C. Called to Active Duty

1. Unit employees called to active duty will be granted his/her full pay and benefits (minus pay received from the military) in accordance with the current City rules.
2. However, per IRS regulations, the employment relationship between employer and employee is terminated when the unit employee is called for active military service with the U.S. Government or with a state National Guard.
3. Payments made to the former employee are not wages for services performed; the payments are considered other income that is reported on Form 1099-MISC, Box 3.
4. Unit employees returning from active duty will be reinstated with their original hire dates and will receive credit for vacation and sick leave earned during their absence.

Section 6.10 Regulatory Leave

The City shall continue to provide regulatory leave, including but not limited to Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), as required by law.

While on regulatory leave, unit employees will continue to be eligible to participate in the City's group health insurance to the same extent that coverage is provided while the unit employee is actually working. Unit employees must exhaust all accrued leave balances in connection with any regulatory leave.

Section 6.11 Leave of Absence

A. Approval

1. The City Manager may grant a regular unit employee leave of absence with or without pay for a period not to exceed one (1) year.
2. No such leave shall be granted except upon written request of the unit employee.
3. Approval shall be in writing and a copy filed with the HR/RM Director.

B. Reinstatement

Upon expiration of an approved leave, or within a reasonable period after notice to return to duty, the unit employee shall be reinstated in the position held at the time leave was granted.

C. Limitations

Failure on the part of a unit employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge.

Section 6.12 Leave of Absence without Pay

A. Definition

A leave of absence without pay is defined as leave taken by an employee who has exhausted all accrued leave time.

B. Not a Break in Employment

A leave of absence without pay granted by the City Manager shall not be construed as a break in employment, and rights accrued at the time the leave is granted shall be retained by the unit employee; however, vacation credit, sick leave credit, medical insurance contributions, and other fringe benefits shall not accrue to a person during a leave of absence without pay.

C. Reinstated Employee

A unit employee reinstated after a leave of absence without pay shall receive the same step in the salary range he/she received when the leave of absence without pay was granted.

D. Leave without Pay — No Time for Service

Time spent on such leave without pay shall not count toward service for increases within salary range, and the unit employee's salary anniversary date shall be set forward one (1) month for each thirty (30) consecutive calendar days taken.

E. Use of Accrued Leave Time to Maintain Benefits

1. Utilization of Sick or Vacation Leave

Upon approval by the appointing authority of an unpaid leave of absence, a unit employee shall be allowed to utilize one (1) day of sick leave (if unit employee or immediate family member is sick) or vacation time in each month of unpaid leave of absence and the City will cover the cost of medical and other benefits during that month, just as if the unit employee were in a full paid status during that month.

2. Limitations

a) A unit employee shall be allowed to use sick leave only if a doctor's report of continuing disability is on file in the HR/RM Department.

b) This procedure shall be at the unit employee's option for the first four (4) months of approved unpaid leave of absence and at the City's option thereafter.

Section 6.13 Leave Sharing Plan

A. Purpose

The City shall maintain a City leave sharing plan that allows unit employees to donate leave to regular employees suffering from catastrophic illnesses.

B. Controls

Such plan will contain controls to prevent abuse of the leave sharing program.

Section 6.14 Compensation for Injury on Duty

A. Whenever a unit employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of that person's duties, the unit employee shall become entitled, regardless of that person's period of service with the City, to "Injury on Duty" (IOD) leave of absence while so disabled. The unit employee shall receive salary continuation pay in lieu of temporary disability payments, or maintenance allowance payments, if any. Salary continuation would be payable for the period of the disability, but not to exceed one (1) year, or until such earlier date as the unit employee is retired on disability pension or would be retired for disability pension if eligible under CalPERS requirements.

B. The injury/illness must be reported to the HR/RM Department immediately through the process as designated by the HR/RM Department.

C. Leave time used as IOD and/or paid as salary continuation will be run concurrently with FMLA/CFRA leave. A unit employee so disabled may use no other kind of accrued leave during the period of disability. No leave of absence may commence after resignation, whether voluntary or involuntary.

- D. The amounts of salary continuation will be taxed at the applicable state and federal rates.
- E. Payroll Deductions

All authorized deductions will continue as though the unit employee was in regular work status.

Article VII. RETIREMENT

Section 7.01 California Public Employees' Retirement System (CalPERS)

The City provides retirement coverage for unit employees through miscellaneous plans with CalPERS.

A. Definition of CalPERS Members

For the purpose of retirement benefits through CalPERS, employees are defined as either a "classic" or "new" member of CalPERS as follows:

1. "Classic" Member

"Classic" members are defined as:

- a) Employees hired on or before December 31, 2012; or
- b) Employees hired on or after January 1, 2013 who are not defined as "new" members.

2. "New" Member

"New" members are defined under the Public Employees' Pension Reform Act of 2013 (PEPRA) (G. C. 7522.20(a)) as:

- a) An employee who becomes a member of CalPERS for the first time on or after January 1, 2013, and who either (a) was not a member of any other public retirement system prior to that date; or (b) was a member of a public retirement system other than CalPERS prior to that date, but is not eligible for reciprocity; or
- b) An employee who was previously an active member in CalPERS through any employer other than the City and who has a break in service of more than six (6) months.

B. Retirement Benefit Structure

The City has a tiered retirement benefit as follows:

1. Tier I

Applies to unit employees who are "classic" members.

2. Tier II

Applies to unit employees who are “new” members.

C. CalPERS Retirement Formulas and Calculations for Miscellaneous Employees

Retirement formulas and calculations for CalPERS are based upon a combination of the employee’s age, years of service, and annual pensionable compensation.

1. Retirement Formula and Calculations for Tier I

- a) The City contracts with CalPERS for a “2% at 55” formula plan.
- b) Calculations are based upon the single highest year.
- c) Except as may be required by IRC 401(a)(17), there is no cap on annual salary that can be used to calculate final compensation.

2. Retirement Formula and Calculations for Tier II

- a) The California Public Employees' Pension Reform Act of 2013 (PEPRA) mandates a “2% at 62” plan.
- b) Calculations are based upon a three (3) continuous year average.
- c) There is a pensionable compensation cap on annual salary used to calculate final compensation.

D. Contribution Rates for CalPERS

The rate of contributions for CalPERS by both the City and each unit employee is based upon applicable law and MOU provisions.

1. Contributions for “Classic” Members

- a) The employee contribution rate is currently seven percent (7%) of reportable compensation.
- b) The City pays the full cost (100%) of the employee contribution as the Employer Paid Member Contribution (EPMC).
- c) The City pays the full cost (100%) of the employer contribution rates, including but not limited to normal costs and unfunded liability, as determined by CalPERS each year.

2. Contributions for “New” Members

- a) Due to PEPRA, each unit employee must participate in equal cost sharing with the City.
- b) Both the City and the employee will each pay fifty percent (50%) of the normal costs, as determined by CalPERS each year.

Section 7.02 Additional CalPERS Retirement Benefits

- A. Fourth Level 1959 Survivors Benefit as adopted by the City. (G. C. 21574)
- B. Fifty Percent (50%) Widow's/Widower's Continuance Benefit as adopted by the City. (G.C. 21624-21626)
- C. Highest One Year compensation as the period for determining retirement benefits for Tier I employees. (G. C. 20042)
- D. Conversion of Unused and Uncompensated Sick Leave toward service credit. (G.C. 20965)
- E. Post Retirement Survivor's Benefit for continuation of benefits after remarriage. (G.C. 21635)
- F. Five Percent (5%) Retirement Cost of Living Allowance. (G. C. 21335)
- G. For Tier I employees the City elects to pay seven percent (7%) of the normal unit employee contributions as EPMC and report same to CalPERS as compensation. (G.C. 20636 [C][4]).
- H. Pre-Retirement Optional Settlement 2 Death Benefit. (G.C. 21548)

The spouse of a deceased employee, who was eligible to retire from service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit. The benefit is a monthly allowance equal to the amount the employee would have received if he/she had retired for service on the date of death and elected Optional Settlement 2, the highest monthly allowance an employee can leave a spouse.

- I. Military Service Credit as Public Service. (G.C. 20996)

Section 7.03 Public Agency Retirement System (PARS)

Unit employees hired on or before July 1, 2008 may be eligible to participate in PARS.

- A. This supplemental retirement benefit provides a "3% at 55" Formula through a "1% at 55" formula furnished by PARS, coupled with the "2% at 55" formula furnished by CalPERS.
- B. The PARS benefit is for City of El Monte service only. In order to be eligible for the PARS benefit, the employee must have at least five (5) years' service as a regular employee of the City of El Monte and retire immediately thereafter.
- C. Moreover, in no case will the combined benefit from CalPERS and PARS exceed one hundred percent (100%) of the unit employee's single highest year's pay (as determined by CalPERS), for those unit employees hired after July 1, 2003.
- D. Effective June 30, 2018, no unit employee who retires after that date may receive more than one hundred percent (100%) of his/her single highest year salary

combined from CalPERS and PARS.

- E. Effective January 1, 2016, a unit employee eligible for the PARS benefit shall not be required to make any (0%) contributions toward his/her PARS retirement. The City shall pay one hundred percent (100%) of all costs for this benefit.

Article VIII. RETIREE MEDICAL REIMBURSEMENT BENEFITS

Unit employees who retire from the City may be eligible for retiree medical benefits through the Retired Employees' Medical Insurance Subsidy Fund (hereinafter referred to as the "Fund"), CalPERS retiree health insurance plans and Medicare.

Section 8.01 Retired Employees' Medical Insurance Subsidy Fund

The provisions of this Section are not subject to the grievance procedure.

A. City Contributions

1. As of July 1, 2010, the City shall contribute one hundred and ninety-seven thousand five hundred dollars (\$197,500.00) annually to the Fund.
2. Effective July 1, 2016, the City shall increase the annual contribution to the Fund to two hundred and thirty-five thousand dollars (\$235,000.00).
3. Additionally, the City will contribute up to fifty dollars (\$50.00) monthly per unit employee if, and only if, there is a shortfall in the Fund and the Fund cannot fully subsidize eligible retirees for up to the prevailing one-party (single) Kaiser plan rate for the Los Angeles area which is offered by CalPERS.

B. Employee Contributions

1. A mandatory monthly contribution from each unit employee must be made to the Fund in an amount sufficient to ensure the solvency of the Fund.
2. Effective January 1, 2016, this monthly contribution to the Fund shall be forty dollars (\$40.00) per unit employee.
3. Such monthly contributions shall be made via automatic payroll deductions on behalf of each unit employee.

C. Retiree Contributions

1. A mandatory monthly contribution from each retired unit employee (retiree) must be made to the Fund in an amount sufficient to ensure the solvency of the Fund.
2. Effective January 1, 2016, this monthly contribution to the Fund shall be forty dollars (\$40.00) per retiree.
3. Such monthly contributions shall be deducted from the retiree's reimbursement check from the City.

D. Annual Financial Report

The City is required to provide the Union with an annual financial report on the status of the Fund.

E. Fund Review Committee

The parties agree to meet at a mutually agreeable time in January, but no later than March 1st, of each year to review the plan. The purpose of this meeting is to evaluate how the Fund is performing and determine if the City will need to make the required additional contributions to the Fund for that next year.

F. Deductions to the Fund

New benefit plan deductions from the Fund may only be made by authorized bargaining representatives after meeting and conferring with the City due to potential tax issues and administrative constraints.

Article IX. HIRING & EMPLOYMENT

Section 9.01 Probationary Period

A. New unit employees

1. Length of Probationary Period

All new unit employees, except transfers, demotions and promotions, shall serve an initial probationary period of twelve (12) full calendar months.

2. "At Will" Status

During the probationary period, all new unit employees serve as an "at will" status and may be dismissed with or without cause, and with or without notice.

B. Transfers, Demotions and Promotions

1. For transfers, demotions and promotions, unit employees will serve a six (6) month performance probationary period as set forth in the El Monte Municipal Code 2.72.090.

2. Any employee rejected during the probationary period following a promotional appointment, by reason of failure to satisfactorily complete the probationary period shall be reinstated to the position from which the employee was promoted unless there is a basis for dismissing the employee for cause.

Section 9.02 Reclassification Requests

A. Procedure — Written Report

1. If a unit employee feels that the duties and responsibilities of the assigned

position have significantly changed and are no longer commensurate with the classification and salary of the position, that person may submit a written request with appropriate documentation to the appropriate supervisor.

2. The supervisor must consider the request and make a written decision in response within thirty (30) calendar days of the receipt of the original request.
3. If the supervisor fails to respond on a timely basis or if the unit employee disagrees with the decision of the supervisor, the request may be forwarded by the unit employee to the appropriate department director within thirty-seven (37) calendar days of the original request.

B. Review and Response to Reclassification Request

1. The department director must consider the request and make a written decision in response to the request within sixty-seven (67) calendar days of the original request.
2. During that period the department director will seek recommendations from the HR/RM Department concerning the appropriateness of the reclassification request.
3. If the department director fails to respond on a timely basis or if the unit employee disagrees with the decision of the department director, the request may be forwarded by the unit employee to the City Manager within seventy-four (74) calendar days of the original request.

C. City Manager Review and Response

1. The City Manager, or designee, must consider the request and make a written decision in response to the request within one hundred and four (104) calendar days of the original request.
2. If the reclassification request is approved at any step in the above process, retroactive pay shall be granted back to the date of the original request.
3. If the employee fails to progress the reclassification request at any level within the prescribed time frame, the unit employee will have waived the right to pursue the request.

D. Time Limits

Time limits to any step may be altered by mutual agreement between the City and the unit employee.

Section 9.03 Property Right After Probationary Period Is Completed

A. Competitive Service

It is understood and agreed that unit employees in the bargaining unit are employees of the competitive service and after completing their probationary period may be terminated for cause only.

B. Appeals Rights

In the event of termination for cause, all employees shall have the right to appeal as currently outlined in the Municipal Code Section 2.72.140, or other superseding authorized document.

Section 9.04 Resignation

A. Two-Week Notice

A unit employee wishing to leave the competitive service in good standing shall file a written resignation stating the effective date and reason with the employee's supervisor at least two (2) weeks before leaving the service.

B. Cause for Resignation

The resignation shall be forwarded to the HR/RM Director with a statement by the appointing power or Department Director as to the resigned unit employee's service performance and other pertinent information concerning the cause for resignation.

C. Limitations

1. Failure to comply with this rule shall be entered on the service record of the unit employee and may be cause for denying future employment by the City.
2. The resignation of a unit employee who fails to give notice shall be reported to the HR/RM Director by the Department Director immediately.

D. Implied Resignation

1. Any unit employee who absents himself/herself from duty without authorization for a period of forty-two (42) consecutive working hours shall be deemed to have implied resignation from employment with the City.
2. The City shall notify the unit employee after forty-two (42) consecutive working hours that the unit employee has been absent without authorization.
3. Within ten (10) days after the implied resignation date, the resigned unit employee (appellant) may appeal for reinstatement in writing to the Department Director. Reinstatement may be granted if the appellant shows that the absence was for good cause, that is was beyond the control of the appellant, and that there was no way the appellant or a designee could phone, email or otherwise contact the department to explain the absence.

4. This Section shall not preclude the City from reinstating a unit employee, who resigned in this implied fashion and did not appeal within the time limits, if the unit employee can show that the absence was for good cause and it was truly impossible to appeal in a timely manner.

Article X. GRIEVANCE POLICY

Section 10.01 Definitions

A grievance is defined as any dispute concerning the interpretation or application of this written MOU, the Personnel Rules and Regulations, or departmental rules and regulations governing personnel practices or working conditions applicable to permanent employee regular unit employees covered by this MOU. An impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance. Additionally, the provisions of Section 8.01 – Retired Employees’ Medical Insurance Subsidy Fund is not subject to this grievance procedure.

Section 10.02 Responsibilities and Rights

A. Limitations

Nothing in this grievance procedure shall be construed as applying to matters for which an administrative remedy is provided by the City Personnel Rules and Regulations or Municipal Code Section 2.72.140 of the Municipal Code shall apply in matters of demotion, dismissal and reduction in pay.

B. Right to Process Grievance

1. No unit employee shall lose the right to process a grievance informally with that person’s immediate supervisor.
2. The immediate supervisor, will, upon the request of the unit employee, discuss the grievance at a mutually satisfactory time.
3. The unit employee may represent himself/herself or choose to be represented by a Union representative in an informal discussion with the immediate supervisor, and in all formal review levels.
4. A grievance may be filed by an individual unit employee, group of unit employees, or the Union on behalf of a unit employee or group of unit employees.

C. Time Limits

1. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement.
2. The unit employee(s), the Union, and management may waive one or more levels of review from this grievance procedure, again by mutual agreement.

D. Procedure

The grievance procedure for permanent unit employees shall be as follows:

1. Step 1 - First Level of Review – Informal
 - a) The unit employee(s) and/or the Union shall discuss the grievance with the immediate management supervisor on an informal basis in an effort to resolve the grievance.
 - b) Said grievance shall be considered waived if not so presented to the immediate management supervisor within ten (10) calendar days following the day when the event upon which the grievance is based occurred.
 - c) The immediate management supervisor may require that the unit employee(s) or the Union submit the grievance in writing.
 - d) Similar grievances submitted by more than one (1) unit employee may be consolidated by management into one (1) or more separate grievances.
 - e) The immediate management supervisor shall respond within five (5) calendar days following the meeting with the unit employee(s) or the Union.
 - f) Failure of the immediate management supervisor to respond within such time limit shall entitle the unit employee(s) or the Union to process the grievance at the next step.
2. Step 2 - Second Level of Review - Formal
 - a) If the grievance is not settled at Step 1, the unit employee(s) or the Union may serve written notice of the grievance on a form provided by management to the Department Director, within seven (7) calendar days of receipt of the grievance response at Step 1.
 - b) Failure of the unit employee(s) or the Union to serve such written notice shall constitute a waiver of the grievance.
 - c) If such written notice is served, the Department Director shall meet with the unit employee(s) or the Union. A written decision or statement of facts and issues shall be rendered to the unit employee(s) or the Union within fifteen (15) calendar days from the date of service.
 - d) Failure of management to respond within such time limit shall entitle the unit employee(s) or the Union to process the grievance at the next level of review.
3. Step 3 - Third Level of Review
 - a) If the grievance is not settled at Step 2, the unit employee(s) or the Union may serve written notice of the grievance on said form upon the City Manager within seven (7) calendar days following receipt of the grievance response at Step 2.

- b) Failure of the unit employee(s) or the Union to serve such notice shall constitute a waiver of the grievance.
- c) If such notice is served, the grievance shall be heard by the City Manager or designee within fifteen (15) calendar days.
- d) The City Manager or designee will afford the parties an opportunity to present oral or written arguments on the merits of the grievance and shall render to the unit employee(s) or the Union, a written decision within thirty (30) calendar days from the date said arguments were submitted.
- e) Within fifteen (15) calendar days of the receipt of the written decision of the City Manager or designee, an appeal may be filed with the City Clerk requesting to submit the grievance to arbitration.

E. Optional Alternative to Dispute Resolution - Binding Arbitration

If a grievance is not resolved after review by the City Manager, the Union may request to submit the matter to a third party neutral for resolution.

- 1. Upon request for arbitration, the parties shall meet within ten (10) calendar days of the request to mutually select a neutral person to hear the grievance.
- 2. If the parties cannot agree on a neutral person, they shall use the services of the State Conciliation and Mediation Services (SCMS). A third party neutral shall be selected using the striking method, with the last name remaining on the list serving as the neutral. The selected arbitrator must render a written decision within sixty calendar (60) days following the submission of the final briefs, if any.
- 3. If the parties select arbitration, the decision of the arbitrator shall be final and binding upon the parties.

Article XI. LAYOFF POLICY

Section 11.01 Basis for Layoff

- A. Unit employees may be laid off if the position is no longer required, if there is insufficient work to justify their retention, or if there is a lack of funds.
- B. In the event of layoff, the Personnel rules regarding layoff (Title 2, Chapter 2.72, Section 130 of the City of El Monte Municipal Code) shall apply.

Section 11.02 Notice of Layoff

The City agrees to provide the affected employee with a thirty (30) calendar day period between the Notice of Intent to Layoff and the actual separation date. This only applies to unit employees affected by a layoff and not a displacement by way of an employee exercising his/her bumping rights.

Article XII. GENERAL PROVISIONS

Section 12.01 Direct Deposit

In order to reduce administrative costs, the City strongly encourages all unit employees to use direct deposit on their paychecks. As a general rule, all employees shall be paid by direct deposit of their payroll check into an account of their choice at a financial institution. With the approval of the Finance Director, an employee may elect to receive payment via live check due to personal circumstances.

Section 12.02 Pay Day

Unit employees will receive their paychecks in accordance with the City's designated payroll schedule.

Section 12.03 Emergency Waiver

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by the City, the non-economic provisions of this MOU which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergencies. After the emergency is over, the Union shall have the right to meet with the City regarding the impact on employees of this suspension of these provisions in this MOU.

Section 12.04 Severability Provision

Should any article, section, subsection, subdivision, sentence, clause, phrase or provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU. In the event of such invalidation, the City and the Union agree to meet within thirty (30) days from said invalidation and confer in good faith to determine an alternative equivalent article, section, subsection, subdivision, sentence, clause, phrase or provision.

Section 12.05 Personnel System Rules & City Policies

- A. The parties agree that all terms and conditions of employment, as they pertain to unit employees covered by this MOU, in effect prior to the date of this MOU, unless specifically provided to the contrary in this MOU, shall continue to remain in full force and effect during the term of this MOU.
- B. Any conflicts with the City's Personnel Systems Rules, Ordinances, Resolutions, Departmental Rules and Regulations or Policy Statements shall be considered to have been superseded by this MOU.
- C. The City agrees to meet and confer with the Union to discuss revision of the City's Personnel Systems Rules. The City shall provide a copy of the changes to the Union and review said changes prior to those changes being submitted to the City Council for approval.

Section 12.06 Full Waiver of Meet and Confer

- A. This MOU contains all of the covenants, stipulations and provisions, agreed upon by the parties.
- B. Therefore, during the term of this agreement, except as provided herein, all other compensation and benefits not modified in this agreement shall remain in full force and effect.
- C. For the purpose of the MOU neither party shall be compelled to meet and confer with the other concerning any issues, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except as set forth in this MOU or by mutual agreement of the parties.
- D. Each party acknowledges that it had full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU except as specifically set forth in this MOU.

Section 12.07 Continued Performance of City Services and Operations

- A. No Strikes/Job Action

The Union hereby agrees that during the term of this MOU the unit employees of the City as set forth in this MOU and officers and/or agents of the recognized unit employee organization shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, picketing, job actions, strikes, walkouts, boycotts, slowdowns, mass resignations, or any other intentional interferences of the work of the City.

- B. Union Responsibility

In the event that the Union, its officers, agents, representatives or employees engage in any of the conduct listed above, the Union shall immediately instruct, in writing, any persons engaging in such activity that their conduct is in violation of the MOU and unlawful, and that they must cease engaging in such conduct and return to work.

- C. City Rights

If such action is not taken by the Union, the City may suspend any and all of the rights and privileges accorded the Union under any ordinance, resolution, or rules and regulations of the City or any MOU with the City, including but not limited to the suspension of recognition of such unit employee organization and the use of the City's bulletin boards and facilities.

Section 12.08 Fairness Agreement

If during the term of this MOU, a tangible benefit or salary increase is provided to any other bargaining unit, the City agrees to present the same terms to SEIU for discussion.

EXECUTION OF THE NEW AGREEMENT

On December 21, 2015, this MOU was ratified by a simple majority vote of unit employees who are in classifications represented by the Union.

This MOU has been approved by a vote of the City Council of the City of El Monte on December 15, 2015.

Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

In witness thereof, the parties hereto have caused this agreement to be executed this 7 day of February 2017.

PARTIES TO THE AGREEMENT

SEIU Local 721 General Unit	City of El Monte, California
 JAVAD SABOKPEY, CHIEF NEGOTIATOR SEIU LOCAL 721	 JESUS M. GOMEZ, CHIEF NEGOTIATOR CITY MANAGER
 LEWIS RUDNICK, CHAPTER PRESIDENT WASTEWATER MAINTENANCE II	DEBORAH SCOTT-LEISTRA HUMAN RESOURCES/RISK MANAGEMENT DIRECTOR
LESLIE SPARKS, CHAPTER VICE PRESIDENT RECORDS SUPERVISOR	 ERNESTINE JONES FINANCE DIRECTOR
JAVIER SOTELO, CHAPTER SERGEANT-AT-ARMS AQUATICS MAINTENANCE SPECIALIST	
KELLY MARTIN, CHAPTER REPRESENTATIVE POLICE DEPARTMENT – JAILER	
MARIA SEPULVEDA, CHAPTER REPRESENTATIVE RECREATION – DEPARTMENT HEAD SECRETARY	
CATHLEEN SERRANO, CHAPTER REPRESENTATIVE CITY HALL EAST – PURCHASING CLERK	
FERNANDO SOLIS, CHAPTER REPRESENTATIVE CITY HALL WEST – ASSISTANT PLANNER	
WENDY THOMAS, SEIU LOCAL 721 STAFF MOU FORMAT & PROOFING WITH CITY	TERESA MCALLISTER, INTERIM HR/RM DIRECTOR MOU FORMAT & PROOFING WITH SEIU