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ARTICLE ONE – EMPLOYEE AND EMPLOYER RIGHTS

Section 1 - Recognition

A. Recognized Employee Organization – El Monte Police Officers’ Association

The El Monte Police Officers' Association, (hereinafter referred to as "Association") is the recognized employee organization for all sworn non-management employees employed in the Police Department of the City of El Monte (hereinafter referred to as "City"),

B. Classifications Represented

The El Monte Police Officers’ Association is recognized as the exclusive employee organization to represent the classifications of Police Officer and Police Sergeant, including the bonus assignments of, Agent, Agent/Investigator, Agent/Narcotics, Police Officer/Bonus, Agent/Special Assignment, Agent/Traffic, Community Relations Officer II, Helicopter Pilot, and School Resource Officer within those classifications and assignments, hereinafter collectively referred to as "unit employees".

Section 2 - Payroll Deductions

A. Association Dues and Deductions

During the term of this MOU and upon compliance with such rules and regulations pertaining thereto as the Administrative Services Department may establish, Association dues and such other deductions as may be lawfully permitted and agreed to by the City and the Association, shall be uniformly deducted semi-monthly from the salary of each unit employee who is a member of the Association.

B. Changes in Dues and Deductions

Any changes in said uniform dues or other deductions may be authorized in the following manner:

1. A letter shall be submitted to the Deputy City Manager for Administrative Services with a copy to the Human Resources Officer listing the name of each affected unit employee.
2. Said letter shall explain the reason for the required change in deductions and the amount of the change to be levied.

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3. Said letter shall contain the signatures of the President, Vice President, and Secretary - Treasurer of the Association.

C. Implementation of Changes in Deductions

Upon the receipt and verification of said letter, the Administrative Services Department shall promptly implement such changes in deductions.

D. Revocation of Payroll Deductions

This authorization for payroll deduction is revocable by an individual unit employee by a notice in writing submitted to the Administrative Services Department with a copy to the Association.

E. Indemnification

The Association agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this section.

Section 4 - Nondiscrimination

A. Mutual Agreement Not to Discriminate

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

B. Rights of the Unit Employee

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

Section 5 - Management Rights

All parties hereto recognize the City as having and retaining the exclusive right to manage and direct the performance of the City's services and work forces

performing such services subject to the provisions of California Government Code Section 3500, *et seq.*

Section 6 - Maintenance of Existing Benefits

A. Remain in Full Force and Effect

All existing wages, hours and other terms and conditions of employment that are set forth or referenced in this MOU shall remain in full force and effect during the entire term of this agreement, unless changed by mutual written agreement of the parties.

B. Reopener on Issues Not Referenced in MOU

1. Effective only between January 1 and January 30 each year, either party may reopen negotiations concerning any subject that is not set forth or referenced in the MOU.
2. A party may reopen negotiations by delivering a written notice to the Police Chief or the POA's President, or in their absence, the Acting Police Chief or POA Vice President, respectively.
3. The notice shall contain the initial written proposal of the party that is reopening negotiations.
4. The parties will meet and confer in good faith for a period of sixty (60) days following receipt of the initial written proposal.
5. If the negotiations do not result in a mutual agreement, each party may then exercise any of its lawful rights.

C. Limitations

If a party does not deliver to the proper designee of the other party its written notice of its intention to reopen negotiations, together with its initial proposal, by January 30, that party may not reopen negotiations or effect any changes to wages, hours and working conditions, without the written agreement of the other party, until the expiration of the MOU or until the next optional reopen period (January 1-30), whichever is sooner.

ARTICLE TWO - SALARIES AND COMPENSATION

Section 1 – Salary Adjustments

A. Salary Adjustments – July 1, 2007

Effective July 1, 2007 all classifications in the unit shall receive a four percent (4%) salary adjustment above their standard classifications' current assigned salary range which was in effect in the Salary Matrix on June 30, 2007, which includes the nine percent (9%) salary adjustment effective February 1, 2007 in lieu of the nine percent (9%) deferred compensation paid by the City.

B. Salary Adjustments – January 1, 2008

Effective January 1, 2008 all classifications in the unit shall receive a four and three quarters percent (4.75%) salary adjustment above their classifications' current assigned salary range which was in effect in the Salary Matrix on December 31, 2007. This salary adjustment includes 1.75% in recognition of the unit employees' contribution to the success of the City's IMPACT Program that includes Reporting Districts (RDs).

C. Salary Adjustments – July 1, 2008

Effective July 1, 2008 all classifications in the unit shall receive a four percent (4%) salary adjustment above their standard classifications' current assigned salary range which was in effect in the Salary Matrix on June 30, 2008.

D. Salary Adjustments – July 1, 2009

Effective July 1, 2009 all classifications in the unit shall receive a four percent (4%) salary adjustment above their standard classifications' current assigned salary range which was in effect in the Salary Matrix on June 30, 2009.

E. Salary Adjustments – July 1, 2010

Effective July 1, 2010 all classifications in the unit shall receive a two percent (2%) salary adjustment above their standard classifications' current assigned salary range which was in effect in the Salary Matrix on June 30, 2010.

Section 2 – Salary Adjustment – Special Labor Market Salary Adjustment – Police Sergeant

A. Police Sergeant

1. In addition to the salary adjustment granted in the Section above, unit employees in the classification of Police Sergeant shall receive a special labor market salary adjustment above their base salary as follows:
2. Effective January 1, 2008 – 1% additional salary adjustment.
3. Effective January 1, 2009 – 1% additional salary adjustment.
4. Effective January 1, 2010 – 1% additional salary adjustment.

Section 3 - Step Increases

A. Unit Employee Step Increases

Step 1: shall normally be the entry-level step for new unit employees.

Step 2: a unit employee should receive this step after the completion of six months of satisfactory service and receipt of "competent" performance rating in Step 1 in the same classification. This step should be considered as an incentive adjustment to encourage a unit employee to improve.

Step 3: should be considered the proper step for an ordinarily conscientious unit employee who has received a "competent" performance rating and has completed one (1) year of service at Step 2 in the same classification.

Step 4: should be considered the proper step for an ordinarily conscientious unit employee who has received a "competent" performance rating and has completed one (1) year of service in Step 3 in the same classification.

Step 5: should be considered the proper step for an ordinarily conscientious unit employee who has received a "competent" performance rating and has completed one (1) year of service in Step 4 in the same classification.

Section 4 - Bonus Assignments

A. Purpose

The purpose of this policy is to establish required and desirable qualifications for the selection of sworn unit employees for certain bonus assignments within the ranks of the El Monte Police Department

B. Compensation

1. All sworn unit employees who are assigned Bonus assignments as set forth in this Section, except Lead Agent, shall receive an additional five and one-half (5 ½%) above their base salary.
2. Effective January 1, 2008 unit employees who are qualified and appointed as Lead Agent shall receive six and one-half percent (6 ½ %) above the base salary.
3. Effective January 1, 2008, unit employee in the classification of Police Officer, with senior officer status of five (5) years in patrol including lateral patrol experience, non-probationary and possessing an advanced POST certificate, who have worked a minimum of twelve (12) months in a bonus assignment and then return to patrol assignments shall retain the bonus assignment differential of five and one-half percent (5½%) above their base salary.
4. Unit employees in the Bonus Assignment of Canine Handler (K9) shall receive, in addition to their five and one-half percent (5 ½ %) bonus assignment pay, an additional seven (7) hours of overtime each pay period. This additional compensation shall be for canine handlers' duties related to the daily care, feeding, exercising and training of the canines assigned to them.

C. Assignment Standards

The following standards will be used in evaluating a sworn unit employee of the El Monte Police Department for selection and transfer for certain bonus assignments:

1. Presents a professional neat appearance;

2. The member maintains a physical condition, which aids in their performance.
3. Demonstrates:
 - a. Emotional stability and maturity
 - b. Sound judgment and decision making
 - c. Personal integrity
 - d. Honesty
 - e. Leadership
 - f. Initiative
 - g. Ability to confront and/or deal with issues both positive and negative
 - h. Ability to conform to organizational goals and objectives

D. Bonus Assignments/Transfer Are Not Promotions

The following bonus assignments are considered transfers from the Patrol Division and are not considered promotions as defined in the City's Personnel System Rules:

1. Lead Agent
2. Special Investigation Team
3. Investigator
4. Motor Officer
5. Accident Investigator
6. Field Training Officer
7. Community Relations Officer
8. Gang Specialist

- 9. Court Officer
- 10. Canine Handler
- 11. Helicopter Pilot/Observer
- 12. Special Enforcement Unit
- 13. All assignments that receive bonus pay

E. Minimum Qualifications

The following qualifications apply to consideration for bonus assignments transfer:

- 1. One (1) year experience;
- 2. Have successfully completed employment probation as a Police Officer;
- 3. Has shown an expressed interest in the position applied for;
- 4. Education, training and demonstrated abilities in related areas, such as enforcement activities, investigative techniques, report writing, public relations, etc.
- 5. Complete any training required by POST or law.

F. Selection Criteria

The following selection criteria shall apply to bonus assignments:

- 1. Administrative evaluation as determined by the Chief of Police. This may include a review of each candidate's immediate supervisor's recommendations.
- 2. Any supervisor's recommendations will be submitted to the Chief of Police through the Division Captain for whom the candidate will work.
- 3. Bonus assignments will be approved by the Chief of Police.
- 4. The policy and procedures for all positions may be waived for temporary assignments, emergency situations or for training.

G. Temporary Assignments

Bonus Assignments are temporary assignments except those specific assignments identified in the following Section H1 below.

H. Permanent Assignments

1. The following assignments are designated by Police Management as permanent assignments:
 - a. All Senior Police Detectives/Investigators
 - b. The following positions are permanent until voluntarily vacated or removed pursuant to Section 4(H)(2):
 1. David Darrow – DB
 2. Jesse Hernandez – Court Officer
 3. George Mendoza – SIT
 4. Ralph Batres – DB
 5. Darrell Carter – Traffic
 6. David Garcia – DB
 7. Jaime Lopez – SIT
 8. Rogelio Cobian – CRO
 9. Nicholas Stratis – Traffic
 10. Larry Fry – CRO
 11. Ricky Metoyer – Traffic
 12. Peter Rasic – Canine (for the duration of 2 dogs)
 13. Christopher Williams – Canine (for the duration of 2 dogs)
 14. Eric Bashford – Canine (for the duration of 1 dog)
 - c. Whenever any of the unit employees in permanent assignments who are specifically listed above by name in 4(h)1b above are promoted to a higher classification or retire or otherwise terminate their employment with the City of El Monte Police Department, the said permanent assignment shall revert to a temporary assignment.
2. Incumbents in permanent assignments may be removed from their positions by voluntary transfer or due process (disciplinary appeal hearing) or through the layoff process.

3. Limitations:

- a. All other unit employees assigned to Police Detectives, Motor Officers or any other Bonus assignments made by Police Management are considered to be temporary and not permanent.

I. Promotional Opportunities

- 1. Specifications for promotion are on file with the City of El Monte Human Resources Office.
- 2. Qualifications for promotion to Police Sergeant shall not be altered during the term of the MOU without the City offering to meet and consult with the Association first. Nothing shall prevent the City from implementing said changes after consulting with the Association.

Section 5 - Longevity Pay

A longevity pay plan based upon service time in regular employment with the City of El Monte shall provide the following additional compensation above the eligible unit employee's base salary as follows:

YEARS/MONTHS OF SERVICE	EMPLOYEE HIRE DATES	
	If Hired, before 01/01/86	If Hired, on or after 01/01/86
After five (5) years (60 Months)	Two (2) percent	\$ 75 per month
After ten (10) years (120 months)	Four (4) percent	\$ 100 per month
After fifteen (15) years (180 months)	Five (5) percent	\$ 125 per month
After twenty (20) years (240 months)	Six (6) percent	\$ 150 per month

Section 6 - POST Certificate Pay

A. Compensation

1. Each unit employee who possesses the Peace Officer's Standards and Training (POST) Basic Certificate will receive an additional three percent (3%) above base salary.
2. Each employee who possesses an Intermediate POST Certificate will receive ten and one-half percent (10 1/2%) above base salary.
3. Each unit employee who possesses the Advanced POST Certificate will receive sixteen percent (16%) above base salary.

B. Implementation

1. The increases shall commence on the first day of the calendar month following the date that the employee meets the certification requirements and submits the appropriate paperwork/application.

Section 7 – Translator Pay

A. Speaking Another Language – Determined by the City

Eligible unit employees who are certified by the City and appointed by Police Management to speak (basic conversational skill) another language (other languages include but not limited to Spanish, Chinese and Vietnamese) determined by the City other than English shall receive fifty dollars (\$50) per month for use of this language in the performance of their job.

B. Speaking, Reading and Writing Another Language as Determined by the City

Eligible unit employees, who are certified by the City and appointed by Police Management to speak, read and write in another language (other languages include but not limited to Spanish, Chinese and Vietnamese) other than English shall receive one hundred dollars (\$100) per month for the use of this language in the performance of their job.

C. Limit on the Number of Translator Assignments

1. The total number of translator assignments pays shall not exceed 20% of the sworn non-management employees in the Police Department,

except as set forth in C2 below.

2. Additional Translator assignments can be approved by Police Management, if sufficient funds are available in the Police Department budget to cover the increased costs.
3. Police Management shall determine the number of translator assignments per language and selection by seniority and the minimum number of translator assignments, if qualified, shall be twenty-eight (28).

Section 8 - Acting Pay

A. Eligibility

Each unit employee, who by written assignment approved by Police Management performs the acting duties of a position with a higher salary classification, and if the unit employee performs the duties thereof for a period of three (3) or more consecutive work days or more consecutive on-duty hours; shall receive the compensation specified for the higher position.

B. Compensation

Increased compensation to be at a step within the higher classification as will accord such unit employee an increase of at least five percent (5%), but not more than fifteen percent (15%), over that person's current regular compensation.

Section 9 - Extra Duty Pay

A. Definition

1. Extra Duty Pay is defined as when a unit employee selects and is approved by Police Management to work an off-duty work detail which includes but is not limited to duties requiring sworn police services with other private or public employers who have an agreement with the El Monte Police Department to provide such off duty police services.
2. More specific details of the off duty police work covering Extra Duty Pay is set forth in the Police Department Policy Manual.

B. Compensation

1. Each unit employee assigned extra duty shall be compensated at the rate of one and one-half (1.5) times Step 5 of the Police Officer's hourly rate of pay.

Section 10 - Overtime Pay

A. 7k Exemption – 28 day Work Period

1. The City declares the 7K Exemption for Law Enforcement Personnel as defined in the Fair Labor Standards Act for the purposes of computing overtime.
2. The work period is designated to be twenty-eight (28) days beginning April 15, 1986.

B. Hours Worked Overtime

1. Payment for overtime in excess of the regular assigned work shift will be paid at the rate of one and one-half (1.5) times the unit employee's hourly rate of pay for all hours worked in excess of one hundred sixty (160) hours in a twenty-eight (28) day period.
2. Hours worked will consist of actual hours worked including lunch time, travel time on call-back emergencies, shift exchanges or adjustments when required by the City, and all other time during which the unit employee is necessarily required to be on duty or at a prescribed work place.
3. Hours worked will also include all paid leave such as sick leave, holiday, vacation, or compensatory time.

C. Overtime Compensation

1. Overtime hours will be compensated at one and one-half (1.5) time the unit employee's rate of pay, which includes the unit employee's hourly rate of pay and all other remuneration such as POST certificate pay, bonus assignment pay, and longevity pay for employment paid to the unit employee.
2. The City will pay any accrued overtime after each pay period.

Section 11- Court Time

A. Hours Worked

Any hours worked (i.e., picking up and protecting witnesses, etc.) prior to the commencement of court, during any meal or break period, or after the completion of a court session will be deemed hours worked, for which the employee will be

entitled to compensation at the rate of time and one-half (1.5) their hourly rate of pay.

B. Compensation

Compensation for required "in-court" court time shall be for a minimum of four (4) hours per morning and four (4) hours per afternoon appearance outside of the normal assigned work schedule at the rate of time and one-half (1.5) their regular rate of pay.

Section 12 - Court Standby Time

A. Definition

For the purposes of this paragraph, court standby time will be interpreted as that 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. As described above, the Association agrees that standby time is only "partially" restrictive and not "totally" restrictive.

B. Compensation

Compensation for court standby time will be a minimum of four (4) hours per morning session and a minimum of four (4) hours per afternoon session for all courts. Compensation for court standby shall be at the employee's hourly rate of pay.

Section 13 – Direct Deposit of Payroll Checks

A new unit member must sign up for direct deposit for all their payroll checks.

Section 14 - Work Schedule

A. 3/12 Work Schedule

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1. The City certifies that unit employees assigned to patrol will work the so-called "3/12" shift, also known as the 12 ½ work schedule.
2. On that assigned shift, unit employees will work three (3) consecutive twelve and one half hour (12 ½) workdays with four (4) consecutive days off thereafter.
3. Unit employees who are assigned to the 3/12 shift shall be required to work an additional shift of ten (10) hours each month.

B. 4/10 Work Schedule

1. Unit employees assigned to work in the Detective Bureau, Community Relations Office, School Resource Office and Internal Affairs may be assigned to work the 4/10 schedule.
2. Other unit employees may be assigned by Police Management to work the 4/10 schedule.

Section 15 – Staffing Levels

A. Purpose

1. The purpose of this section is to explain the minimum staffing policy and guidelines for all patrol shifts under the (7) seven team, 12 ½ hour work schedule.
2. Monthly 10-hours payback shifts and leave time policies are also addressed as they affect minimum staffing levels.

B. Minimum Staffing Levels Effective January 1, 2008

1. **Dayshift** – Reduced from seven (7) to six (6) sworn full time police officers, (1) one field supervisors and one (1) desk officer.
2. **Swing shift**
 - a. Monday and Tuesday - reduced from three (3) to two (2) sworn full time police officers and (1) one field supervisor
 - b. Wednesday, Thursday, Sunday – reduced from five (5) to four (4) sworn full time police officers and (1) one field supervisor

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c. Friday and Saturday – reduced from seven (7) to six (6) sworn full time police officers and (1) one field supervisor

3. **Night shift** – (7) seven sworn full time police officers and (1) field supervisor.

C. Reduction in Minimum Staffing/IMPACT Program

The reduction in minimum staffing was agreed to between the City and EMPOA to provide a specific salary adjustment of one and three quarters percent (1.75%) in recognition for the unit employees' continuing efforts in the success of the City's IMPACT Program that includes Reporting Districts (RDs)

D. Condition of Minimums

1. Officers assigned to special assignments are not to be considered as field officers for minimum staffing purposes.
2. Limited duty officers may not be counted as field officers.
3. Trainees are not to be included in staffing until they are released by the training officer for full service.
4. The field supervisor may also be the Watch Commander.
5. Each shift must meet minimum staffing levels. For example, an excess of officers on swing shift does not excuse night shift from providing seven (7) field officers. The field officer minimums are for each shift and are not a combined figure.

E. Staffing for Minimum

1. It is the responsibility of the shift lieutenant to plan for and staff patrol shifts in accordance with the minimum staffing levels. Lieutenants will make a reasonable effort to staff shifts at the minimum level as set forth in this agreement. The shift lieutenant may use discretion when increasing the staffing level on a given shift, taking into account the current activity level and other available resources. In the absence of the lieutenant, the sergeant will assume responsibility.

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2. When possible, minimum staffing shall be accomplished and planned for in advance utilizing officers who have expressed interest in working their days off.
 - a. Officers will not be permitted or required to work back-to-back shifts under the minimum staffing program. A minimum of 8 hours between shifts is required.
 - b. Each patrol team will circulate an interest list for officers to indicate their desire to work specific days or hours. The interest list will be used in advance and in the last minute planning for minimum staffing.

F. Sick Leave Usage/Unplanned Conditions

1. Should sick time usage or other unplanned conditions cause shift staffing to fall below the minimum level, the lieutenant or sergeant shall call out off-duty patrol personnel in sufficient numbers to bring the shift staffing up to the minimum.
 - a. Call outs should be first made from the team interest list.
 - b. If no volunteers are available from the interest list, forced overtime must be utilized.
 - c. Forced overtime, in order to fill minimum staffing, will be by seniority, first from the team interest list, then next by straight patrol seniority. Non-patrol officers are generally not to be sued for forced patrol overtime unless they are on the interest list for that shift.
 - d. Notwithstanding the absolute need to fill shift minimums, no officer will be required to work more than one forced patrol shift under this program in a 30-day period.
 - e. All sworn employees below the rank of lieutenant are eligible to sign-up for minimum staffing overtime. Sergeants may only be used as supervisors or desk officers.

G. 10-Hour Payback Schedule for 3/12 Shift (12 ½ Work Schedule)

1. The payback schedule shall indicate the name of each officer and their scheduled payback day. The payback is established during the sign-up phase of each six (6) month shift change.
2. Notations are to be made if the officers miss their scheduled payback day (i.e., sick, training, vacation, etc.).
3. Officers are not permitted to alter their payback day unless approved by the affected shift lieutenant.
4. Officers reporting for duty on their 10-hour payback day are to initial the master payback schedule located in the Watch Commander's office. It is important to insure that all team members have complied. The scheduling lieutenant will forward the completed monthly payback schedules to the Field Services Captain.

H. Shift Assignment and Staffing Deployment

Shift assignments and staffing deployment is decided by the Chief of Police or designee in the best interests of the department. Probationary officers may be assigned to team positions. Other officers may sign up by seniority for a six (6) month shift but at anytime, the Police Management may require any and all employees to change shifts.

I. Patrol Leave Team Policy

1. A patrol team consists of a field supervisor, officers and agent(s).
2. As a general rule, each patrol team may allow a maximum of two (2) officers off at a given time, (except sick or IOD).
3. All types of leave requests (except sick) must be approved in advance by the team supervisor. Requesting leave approval on the day the leave is being requested for is generally prohibited.
4. Vacation sign-up will be completed during the first month of each shift. Each team member may sign up for a vacation (at least one week long) in order of seniority. After the first month of each shift, leave requests are on a first come, first serve basis, subject to staffing requirements.

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5. Seniority vacation selection is established by considering the total full time service with the City. The agent, sergeant, and lieutenant will coordinate time off according to rank/position. The above classifications are to coordinate their time off so that the minimum rank on duty is that of sergeant.

Section 16 - Detective Standby Time

A. Compensation

1. Unit employees assigned to the Detective classification shall be entitled to ten (10) hours of compensatory time off for each weekend or portion thereof whenever working standby in the Detective classification.

ARTICLE TWO

2. A Detective who is called in while off duty shall be paid one and one-half times that Detective's regular rate of pay for the duration of the call-in with a minimum of two (2) hours.
3. A call-in begins upon telephonic contact with the Detective and includes a reasonable amount of travel time.
4. A detective sergeant shall be entitled to two (2) hours of overtime per week for the purpose of assigning cases while off-duty.

B. Weekend Defined

Weekends are herein defined as 1700 hours on Friday to 0700 hours on Monday.

Section 17 - Field Training Officer Compensation

A. Compensation

1. Each sworn employee below the rank of agent shall be provided the sum of one hundred twenty five dollars (\$125.00) per month as and for compensation in connection with serving as a field training officer.
2. Eligibility for said one hundred twenty five dollars (\$125.00) per month is contingent upon the training officer being regularly assigned a trainee as part of the formal department training program.
3. A unit employee, who by written assignment of the proper superior performs the duties of Field Training Officer, shall receive the compensation specified for Field Training Officer, if the unit employee performs the duties thereof for a period of three (3) or more consecutive work days or more consecutive on-duty hours. The sum of one hundred twenty five dollars (\$125.00) per month shall be paid in those instances where a field training officer performs said training duties during all or any part of all assigned monthly shifts.

B. Limitations

1. In any instance where a field training officer performs said assigned duties during all or part of less than all assigned shifts, the one hundred twenty five (\$125.00) dollars shall be reduced on a prorated basis.

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2. For example, if a field training officer has twelve (12) assigned shifts during a month, and actually performs field training duties during all or part of six (6) of said shifts, then the monthly compensation shall be sixty two dollars and fifty cents (\$62.50).

Section 18 – Pay and Benefits for Lateral Police Officer

A. Definition

1. Lateral Police Officer is defined as those applicants who possess the following minimum qualifications:
 - a. Possession of a Basic or higher POST certificate.
 - b. Current employment by a California Police Department for a minimum of one year, having successfully completed the probationary period with that department.
2. The benefits of Lateral Police Officers shall be as follows:
 - a. Salary – starting salary based on years of prior continuous law enforcement service with the California law enforcement agency.
 - b. Sick Leave – all unused accumulated sick leave for which the officer is not compensated by the agency he/she is leaving, is transferable to the City of El Monte.
 - c. Vacation – earned with the City of El Monte in accordance with the number of years of prior continuous law enforcement service with the California law enforcement agency.
 - d. Promotions – prior total California law enforcement experience will be considered for satisfying years in-grade requirement for promotional examinations after completion of probationary period.
3. Seniority, Overtime, Longevity Pay
 - a. Accumulated overtime is not transferable to the City of El Monte.
 - b. Prior law enforcement experience is not used in computing longevity pay or seniority benefits for shift or vacation selection.

Section 19 - Car Allowance

A unit employee who is designated by the Police Chief to regularly use his or her personal vehicle for City business shall receive a non-PERSable car allowance of four hundred (\$400) per month.

Section 20 – Detective Assignments

A. Definition

1. When a vacancy occurs within any of the twelve (12) Senior detective assignments in the detective division, it shall be offered to employees in order of seniority, with the most senior employee having the first option of selecting the assignment.
2. For purposes of this section only, seniority consists of time with the El Monte Police Department as a sworn, regular police unit employee.
3. Once assigned to a permanent detective assignment, a unit employee may be removed from that assignment only for disciplinary just cause, by virtue of promotion, retirement or voluntary relinquishment of the position.

B. Additional Permanent Detective Positions

In the event the department adds additional permanent detective positions, assignments to those positions shall be by seniority, as well.

Section 21 – Seniority Shift Bidding in Patrol

A. Seniority Defined

For purposes of this section only, seniority consists of time within the unit employee’s current classification as a regular employee of the El Monte Police Department.

B. Most Senior – First Selected

Unit employees assigned to patrol shall bid shifts by seniority, with the most senior employees having the first selection.

C. Time in Higher Class

In the event a unit employee demotes to a lower classification, the time spent by the employee in the higher classification will count for purposes of determining seniority.

ARTICLE THREE - FRINGE BENEFITS

Section 1 - Monthly Benefit Allotment

A. Health Insurance – Active Employees

1. The City shall continue to contribute the PERS Los Angeles County three party family Kaiser rate towards the cost of the monthly medical insurance for each unit employee and their enrolled dependents.
2. Unit employees who live in areas defined by PERS Kaiser as “Other Southern California Counties” and who enroll in a “family plan” level of coverage shall be reimbursed up to the PERS “Other Southern California Counties” Kaiser family plan rate.

B. Unused Portion of Benefit Allotment

1. If the unit employee does not use the full benefit allotment of medical benefits, the remainder will be paid monthly to the unit employee as taxable cash.
2. If a unit employee can provide to the Human Resources Officer proof of insurance elsewhere (such as through a spouse), then the unit employee may totally drop medical insurance and take the full rate as described in this Section as taxable cash.

Section 2 – Health Insurance – Retirees and dependents

A. Medical Benefits – PERS Medical Plans

It is the intention of the City to provide basic medical benefits through the PERS’ medical plans and Medicare to honorable retirees and their spouses for life and to eligible dependents.

B. Medical Benefits for Employees Who Retired on or before July 1, 2000

The practice in effect prior to July 1, 2000 will be maintained for unit employees who retired before July 1, 2000.

C. Medical Insurance Benefits – Employees Who Retired After July 1, 2000

The following medical insurance benefits are provided for unit employees who end employment after July 1, 2000.

ARTICLE THREE

1. **Honorable Retiree Defined:** For purposes of this section, an honorable retiree is defined as followed:
 - a. A unit employee who receives a nonindustrial disability retirement annuity from PERS and has a minimum of ten (10) years of continuous service as a regular employee of the City of El Monte; or
 - b. A unit employee who receives a nonindustrial disability retirement annuity from PERS and has a minimum of ten (10) years of continuous service as a sworn police officer; or
 - c. A unit employee who receives an industrial disability retirement annuity from PERS; or
 - d. A unit employee who is at least age fifty (50), receives a service retirement annuity from PERS and has ten (10) years of continuous service as a regular employee of the City of El Monte; or
 - e. A unit employee, who is at least age fifty (50), receives a service retirement annuity from PERS and has ten (10) years of continuous service as a sworn police officer.

2. Eligibility

For purposes of this section, the spouse or dependent child of an honorable employee is defined as follows:

- a. The spouse or dependent child of a unit employee, who, after July 1, 2000, retires from active employment and has completed twenty five (25) years of continuous service as a regular employee of the City of El Monte; or
- b. The spouse or dependent child of a unit employee, who, after July 1, 2000, retires from active employment and has completed twenty five (25) years of continuous service as a sworn police officer; and
- c. The spouse or dependent child of a unit employee who after July 1, 2000 and before July 1, 2005 retires and receives an industrial disability pension annuity; or

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- d. The spouse or dependent child of a unit employee who retires after July 1, 2005, possesses less than ten (10) years of service with the City of El Monte, receives an industrial disability pension annuity and has a life pension from the Workers' Compensation Appeals Board; or
- e. The spouse or dependent child of a unit employee who retires with ten (10) or more years of service with the City of El Monte and receives a disability pension annuity; or
- f. The spouse or dependent child of a unit employee who retires after July 1, 2005, possesses less than ten (10) years of service with the City of El Monte, receives an industrial disability pension annuity and for whom the primary cause of the industrial disability was an officer-involved shooting, violent physical event, significant traffic collision or similar jarring physical or psychological incident.
- g. Limitations: For the purpose of this subsection 2D, above, the intention of the parties is to limit lifetime spouse and dependent child medical coverage for industrially disabled retirees with less than ten (10) years of City service to those whose disabling injury is serious or chronic and impairs major life activities as defined in the Americans with Disabilities Act (ADA) and is directly the result of a traumatic or jarring event arising from their duties and responsibilities as a sworn law enforcement officer.

3. Dependent Child

For purposes of this section a dependent child is defined as: The unmarried, natural or legally adopted child of a deceased or honorably retired unit member from birth to age 19 (or to age 23, if enrolled as a full-time student) or a disabled child regardless of age who is dependent upon the surviving spouse for total support.

4. Reimburse Honorable Retirees

- a. The City will reimburse honorable retirees, their spouses and eligible dependents at the prevailing Kaiser rate (single, two-party or three-party) offered through PERS medical plans.
- b. The City shall pay the PERS Los Angeles County Kaiser rate for retirees, their spouses and dependents, if eligible.

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- c. Those retirees, spouses and dependents who live outside the PERS Kaiser Los Angeles County area shall receive reimbursement up to the PERS Kaiser rate for “Other Southern California Counties”.
- d. Upon reaching the age of Medicare eligibility, the honorable retiree and that person’s spouse must apply for Medicare.
- e. If they are ineligible for Medicare Part A or Part B at no expense, the City will pay for such coverage.
- f. The City will also pay the prevailing Kaiser Medicare Supplementary rate.

5. Active Employee Dies; Surviving Spouse and Dependent Children

- a. If an active, regular unit member dies or if a unit member, who is receiving a disability retirement, dies the City will pay medical insurance costs at the prevailing Kaiser rate for the surviving spouse and dependent children.
- b. If a unit employee retires with less than ten (10) years of continuous service as a City of El Monte employee with an industrial disability annuity but without a life pension as defined in subsection 2D above, the City shall only reimburse the surviving spouse or dependent children at the prevailing Kaiser one-party rate.

6. If No Contract with PERS Exists

- a. If for any reason the City no longer contracts with PERS for retiree medical benefits, the City will offer a comparable health plan to honorable retirees, their spouses and dependent children at employee group rates that do not decrease the level of coverage.
- b. In the event there is a dispute about which plan is comparable, the City and the Association will meet and confer on that subject.

7. If Medical Plan is More Costly than Kaiser

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If an eligible retiree or spouse selects a medical plan more costly than that offered by Kaiser, he/she will pay the difference between the new plan and the Kaiser plan.

8. Proof of PERS and Medicare Premiums

- a. Each year the City may require proof of PERS medical premiums and Medicare costs from retiree or spouse.
- b. Any benefits granted under this provision stop when the honorable retiree and qualifying spouse die and there are no longer any dependent children.

9. Basic Medical Benefit Structure

- a. The basic benefit structure of the City's medical insurance plans shall not be reduced during the term of this agreement.
- b. The City reserves the right to increase benefits if it so desires.
- c. New benefit plan deductions may be made by the Association by providing advance written notice to the City to ensure there are no tax issues or unreasonable administrative constraints.

Section 3 - Uniform Allowance

A. Payment

- 1. A uniform allowance of one thousand two hundred fifty dollars (\$1250) per calendar year shall be paid to each unit employee who is required to maintain a uniform.
- 2. All of said sum shall be used for the purchase and cleaning of official uniforms.
- 3. The sum payable shall be paid in two (2) installments, each installment to be made at a time determined by the City Manager, which time shall be at or prior to July and December of each calendar year.
- 4. In the case of a unit employee who has worked less than six (6) months at the time such an installment is payable, the installment shall be prorated

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on the ratio that the number of months worked by such unit employee bears to six (6) months.

B. Limitations

1. Also, any unit employee who terminates prior to the date an installment is payable shall not be entitled to any prorated portion of said installment.
2. A unit employee who terminates shall refund to the City any uniform installment not fully used.
3. The amount of the refund shall be prorated based on the number of months worked.

Section 4 - Retirement

A. PERS

The City provides retirement coverage through the Public Employees' Retirement System (PERS).

B. EMPLOYEE PERS CONTRIBUTION – 9%

1. The unit employee contribution is nine percent (9%) of base salary.
2. The City shall contribute this nine percent (9%) as the unit employee's contribution for deposit in the unit employee's PERS account.

B. Additional Retirement Benefits:

1. "3% at 50" formula as adopted by the City based on the nine percent (9%) employee contribution rate. (G.C. 21362.2)
2. Fourth Level 1959 Survivors Benefit as adopted by the City. (G. C. 21574)
3. Fifty Percent (50%) Widow's\Widower's Continuance Benefit as adopted by the City. (G.C. 21263)
4. Highest One Year compensation as the period for determining retirement benefits. (G. C. 20042)
5. Conversion of Unused sick leave toward service credit. (G.C.20965)

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6. Post Retirement Survivor's Benefit for continuation of benefits after remarriage. (G. C. 21635)
7. Four Percent (4%) Retirement Cost of Living Allowance Maximum. (G. C. 21335)
8. For unit employees the City of El Monte elects to pay nine percent of the normal unit employee contributions as employer paid member contributions (EPMC) and report same to PERS as compensation. (G.C. 20636 [C][4]).
9. Pre-Retirement Optional Settlement 2 Death Benefit. (G.C. 21548)
10. Military Service Credit as Public Service. (G.C. 20946)

Section 5 - Deferred Compensation

A. PERS Deferred Compensation Plan

1. All unit employees must join the Deferred Compensation Plan offered by the Public Employees' Retirement System.
2. Effective retroactive to July 1, 1995, the City agrees to contribute an amount equal to four percent (4%) of each unit employee's base salary to longevity to the Plan.
3. Effective retroactive to July 1, 1996, the City agrees to contribute an additional amount equal to three percent (3%) of each employee's base salary and longevity to the Plan for a total of seven percent (7%).
4. Effective July 1, 1998 said contribution shall total nine percent (9%).

C. Limitations

1. The amounts contributed to the Plan are subject to the statutory limits outlined in the Codes of the United States Internal Revenue Service.
2. All unit employees may still participate in other City deferred compensation plans in addition to the Plan offered by the Public Employees' Retirement System.

C. City's 9% Contribution Ceases – Converted to Salary Adjustment

Effective February 1, 2007, the City and the Association agree that the city will cease contributing nine percent (9%) of base salary and longevity to employee's deferred compensation accounts and, in lieu thereof, provide a nine percent (9%) across the board salary adjustment to all represented classifications.

Section 6 - Long Term Disability

A. City Contribution

1. The City shall pay fifteen dollars and ninety-eight cents (\$15.98) per month to the Association on behalf of each unit employee in lieu of long-term disability insurance.
2. Unit members must purchase long-term disability insurance through the Association.

Section 7 - Spanish Language Training

The City agrees to provide all unit employees the opportunity to learn Spanish at the City's expense during a time mutually agreeable to both parties.

Section 8 - IRS Section 125c Benefits

A. Eligibility

1. Unit employees are eligible for benefits payable under IRS Section 125c.
2. 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 Section 125c Administrator appointed by the City.

B. Permissible Deductions

If such out of pocket expenses meet the requirements of the IRS Code, these benefit 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 calendar year.

Section 9 – Shooting Pay

A. Compensation

Each January 1, the City shall pay to each employee “Shooting Pay” of one percent (1%) above the unit employee’s base salary, provided:

1. The unit employee successfully qualified (duty weapon and shotgun) during each quarterly qualification period from the preceding year; and
2. The unit employee had no preventable accidental firearm discharges during the preceding year.

B. Qualifications - Limitations

1. A unit employee who fails to qualify within any one or more of the quarterly qualification periods (as required by Department policy) shall be ineligible for “Shooting Pay” for the next calendar year.
2. A unit employee who does not shoot during a quarterly shooting qualification period will maintain his/her eligibility for Shooting Pay for the next calendar year, provided the employee:
 - a. Was on administrative leave;
 - b. Assigned to a work or training location that was outside of Los Angeles County;
 - c. Could not shoot due to injury;
 - d. Could not shoot due to range closure; or
 - e. Due to other legitimate circumstance as approved by Police Management.

ARTICLE FOUR - LEAVE POLICIES

Section 1 - Holidays

A. Holiday Hours

Holidays shall be established at the rate of ten (10) hours for each holiday that occurs during the year to a maximum of one hundred thirty (130) hours per year, beginning each calendar year. The holidays are as follows:

- New Year's Day; January 1
- Martin Luther King's Birthday; Third Monday in January
- Presidents' Day; Third Monday in February
- Memorial Day; Last Monday in May
- Independence Day; July 4
- Labor Day; First Monday in September
- Admission Day; September 9
- Veterans' Day; November 11
- Thanksgivings Day; Fourth Thursday in November
- Day after Thanksgivings Day; Fourth Friday in November
- Day before Christmas; December 24
- Christmas Day; December 25
- Day before New Year's; December 31

B. Holiday Bank

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1. Beginning in January 2000 a holiday bank shall be established for each unit employee at the rate of ten (10) hours for each holiday, which occurs during the year to a maximum of one hundred thirty (130) hours per year beginning each calendar year.
2. On or about January 20 of each calendar year thereafter, each unit employee will receive a cash payment for all remaining time in the holiday bank at straight time on the base rate.
3. There shall be no carryover of banked holiday hours from one calendar year to another.

C. Terminating Employees Unused Holiday Pay

1. Employees who leave City employment shall be paid a pro-rata amount of unused holiday pay.
2. The terminating employee shall be paid all unused holiday pay equivalent to the number of holidays that occur between January 1 and the date of the employee's termination.
3. For example, if an employee resigns effective July 1 and has not been paid holiday pay at all during that calendar year, he or she will be paid a total of forty (40) hours of holiday pay for New Year's Day, Martin Luther King, Jr. Birthday, Presidents' Day and Memorial Day.
4. If, however, the terminating employee used more holiday hours than have occurred between January 1 and the termination date, the amount of over usage shall be deducted from his or her accrued leave balances or final pay.

D. Holiday on Scheduled Work Day

1. Whenever a holiday occurs on a scheduled work day and the unit employee does not work, holiday banked hours must be used.
2. If a unit employee has exhausted his or her banked holiday hours and a holiday occurs, he or she must use accrued leave in order to be paid on that day.
3. Vacation leave shall be the first used.

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- 4. If the unit employee has no vacation leave, other types of accrued leave may be used.
- 5. However, the unit employee may not use sick leave to be paid for a holiday.
- 6. If a unit employee has exhausted all accrued leave balances on a holiday, he or she will not be paid on that day.

E. Compensation

- 1. Any unit employee, including an Agent/Investigator, who is previously approved by Police Management to work on a holiday or who is assigned to a classification that regularly works on a holiday shall be compensated for any and all such hours actually worked at the rate of one and one half (1.5) times the employee's base salary rate, commonly referred to as "time and one-half".
- 2. For example, if a unit employee works ten (10) hours, he or 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 pay.
- 3. The additional pay referred to in this paragraph must be paid in salary.
- 4. For the purpose of this paragraph, the phrase "regularly works" means work that recurs at fixed and uniform intervals.
- 5. For the purpose of this paragraph, the phrase "regularly works on a holiday" means work that regularly starts after 12:01 a.m. on the day of the holiday.

Section 2 – Vacation

A. Vacation Accrual Rate

The vacation accrual rate for unit employee based on years employed, vacation earned per week and annual maximum earning is as follows:

YEARS/MONTHS EMPLOYED	VACATION EARNED PER WORK HOUR	MAXIMUM YEARLY ACCRUAL
0-2 (0 - 24 months)	2.31 minutes	80 hours

YEARS/MONTHS EMPLOYED	VACATION EARNED PER WORK HOUR	MAXIMUM YEARLY ACCRUAL
2-9 (25 - 108 months)	3.46 minutes	120 hours
10 (109 - 120 months)	3.69 minutes	128 hours
11 (121 - 132 months)	3.92 minutes	136 hours
12 (133 - 144 months)	4.15 minutes	144 hours
13 (145 - 156 months)	4.38 minutes	152 hours
14 (157 months & thereafter months)	4.62 minutes	160 hours

B. Annual Vacation Leave

The purpose of annual vacation leave is to enable each regular employee annually to return to work mentally refreshed

Section 3 – Sick Leave

A. Sick Leave Accrual Rate

1. Effective October 1, 2003, sick leave shall be accumulated at the rate of ten (10) hours for 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 but shall be allowed only in case of actual sickness or disability of the unit employee or within the immediate family.
2. Sick leave in the case of the death of a member of the immediate family of a unit employee shall be granted only by and at the discretion of the department head of such unit employee.

C. Notification Requirement

1. In order to receive compensation while absent on sick leave, the unit employee shall notify the immediate supervisor or the Human Resources Officer prior to or within four (4) hours after the beginning of that person's assigned shift or as may be specified by the department head.
2. Unit employees absent from duty due to illness or injury in excess of three (3) consecutive work days may be required to furnish a statement from their physician upon returning to work.
3. Nothing in this section precludes a supervisor, with cause, from requiring a physician's statement if three (3) or less sick days are taken.

D. Limitations

1. All unit employees shall be entitled to sick leave privileges except a unit employee with less than six (6) months service with the City.
2. However, sick leave credits for such time shall be granted to each such unit employee who remains employed after six (6) months of service.

A. Retirement Payoff Of Sick Leave

1. Upon retirement from City service, a unit employee will be paid, at the rate of pay in effect upon retirement, for one-half (50%) of all unused accumulated sick leave.
2. Any remainder shall be converted to service credit in accordance with California Government Code Section 20965.

Section 4 - Personal Business Leave

A. Up to 30 Hours Payoff

1. Effective July 1, 2003, unit employees will be allowed to use up to thirty (30) hours per year for the purpose of conducting personal business, which must be performed during normal business hours.
2. All leave time shall be charged to employee's accrued sick leave.

B. Approves in Advance

Such requests for sick leave for personal business leave must be approved in advance by the department head.

Section 5 - Compensatory Time Off Pool (Association) – Employee Benevolent Fund

A. Contribute Overtime to Compensation Time Bank

1. Unit employees eligible for overtime shall be able to contribute compensatory time in hours in lieu of salary for the Employee Benevolent Fund.
2. A committee consisting of the Police Association Board will collect, hold and distribute the compensatory time as set forth in this Section.

B. Purpose

The purpose of this Employee Benevolent Fund is to provide compensatory time off for unit employees of the Police Association who qualify under the following guidelines:

1. The unit employee is unable to work because of a prolonged illness, accident or other unforeseen occurrence, as approved by the committee.
2. The unit employee is out of accumulated sick leave.
3. The unit employee is out of accumulated vacation leave.

C. Administration

The Police Association Board will meet to determine if the unit employee meets the requirements and if the unit employee does, the Vice President of the Association will release the necessary previously collected compensatory time off hours to that unit employee through the office of the Chief of Police.

D. Hours Donated

1. The unit employees of the Association will be asked to voluntarily donate time towards this "compensatory time off pool."
2. A goal of four hundred (400) hours will be set for the maximum amount of hours to be accumulated, held and maintained.
3. When these hours are expended, more hours will be requested until the expended hours are replaced.

E. Record Keeping

1. The Association unit employees donating their hours will submit Leave Request Forms.
2. Once the proper supervisor has approved each slip, the form will be forwarded to the Administrative Services Department.
3. The Association Vice President will keep in contact with the office of the Chief of Police to determine the amount of hours needed by any unit employee.

Section 6 - Compensatory Time Off Bank (Individual)

A. Bank Up To 80 Hours of Comp Time

1. Each unit employee eligible for overtime shall be able to bank compensatory time up to maximum of eighty (80) hours in lieu of salary

per calendar year.

2. The accumulated compensatory time may be used by the individual as leave time after approval of Police Management.

Section 7 - Leave of Absence Without Pay

A. Not a Break in Employment

1. Leave of absence without pay granted by the City Council 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.
2. A unit employee reinstated after a leave of absence without pay shall receive the same step in the salary range the unit employee received when the leave of absence without pay was granted.

B. Limitations

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

C. Use of Accrued Leave

1. In accordance with the City's past practice, upon approval by the appointing authority of an unpaid leave of absence, a unit employee shall be allowed to utilize one day of sick time (if employee or immediate family member is sick) or vacation time in each month of unpaid 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. A unit employee shall be allowed to use sick leave only if a doctor's report of continuing disability is on file in the Human Resources Office.
3. This procedure shall be at the unit employee's option for the first four months of approved unpaid leave of absence and at the City's option thereafter.

Section 8 - Implied Resignation

A. Absent Without Authorization

Any unit employee who is absent from duty without authorization for a period of fourteen (14) consecutive calendar days shall be deemed to have impliedly resigned from employment with the City.

B. Approval

Within a reasonable length of time after the implied resignation date, the unit employee may appeal to the Department Head for reinstatement, which may be granted if the appellant shows that the absence was for good cause, that it was beyond the control of the appellant and that there was no way the appellant could wire, phone, post or other wise contact the Department to explain the absence.

Section 9 - Police Officers' Association Business

A. 480 Release Time Hours Per Calendar

The El Monte Police Officers' Association is permitted four hundred eighty (480) hours of release time with pay per calendar year to pursue Association business.

B. Approval

1. Association Leave must be authorized by the POA Board and approved by the individual's immediate supervisor.
2. The employee taking Association leave shall forward a P.O.A. Leave Request and Authorization Form to police administration for tracking purposes.

C. Hours Do Not Accumulate

The hours of release time not used may not be accumulated and/or transferred to any subsequent calendar year.

D. Additional Release Time

In addition to the four hundred eighty (480) hours of paid Association release time leave, as set forth in this Section, the City will permit up to

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twelve (12) unit members to participate, without loss of compensation, in the negotiations process, including reasonable meetings and other associated activities in connection therewith.

Section 10 – Maternity Leave

Maternity Leave shall be granted in accordance with Government Code Section 12945(b)(2), as amended. As currently written, state law requires the City to provide up to four (4) months leave of absence for pregnancies, childbirth or related medical conditions upon medical certification of a pregnant employee’s inability to continue working (i.e., disability). Maternity leave as defined in this section is in addition to the leave requirements of the Family Medical leave policy as outlined in the following section.

Section 11 - Family Care and Medical Leave

A. Statement of Policy

In accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) the City of El Monte will provide family and medical care leave for eligible employees, as defined.

B. Definitions

1. 12-Month Period - means a rolling twelve (12)-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. Child - means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. A unit employee's child is one for whom the unit employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or stepchild.
3. Serious health condition - means an illness, injury impairment, or physical or mental condition that involves:
 - a. Any period of incapacity or treatment in connection with or in consequent to a

hospital, hospice or residential medical care facility;

- b. Any period of incapacity requiring absence from work of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;
- c. Continuing treatment of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or
- d. Prenatal care by a health provider.

4. Continuing Treatments means:

- a. Two or more visits to a health care provider;
- b. Two or more treatments by a health care practitioner (e.g. physical therapist) on referral from, or under the direction of a health care provider or;
- c. A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g. medication therapy).

C. Reasons for Leave - Leave is only permitted for the following reasons:

- 1. The birth of a child or to care for a newborn of a unit employee;
- 2. The placement of a child with a unit employee in connection with the adoption or foster care of the child;

3. Leave to care for a child, parent, or a spouse who has a serious health condition; or
4. Leave because of the serious health condition that makes the unit employee unable to perform the functions of his/her position.

D. Unit Employees Eligible for Leave

A unit employee is eligible for leave if the unit employee has been employed for at least six (6) calendar months.

E. Amount of Leave

1. Eligible unit employees are entitled to a total of forty hundred eighty (480) hours of leave in any twelve (12) month period.
2. A unit employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

F. Unit employee Benefits While on Leave

1. Leave under this policy is unpaid.
2. While on leave, unit employees will continue to be covered by the City of El Monte's group health insurance to the same extent that coverage is provided while the unit employee is on the job.
3. Unit employees may make the appropriate contributions for continued coverage under the preceding benefit plans by payroll deductions or direct payments made to these plans.
4. Unit employee contribution rates are subject to any change in rates that occurs while the unit employee is on leave.

G. Substitution of Paid Accrued Leaves

1. If a unit employee requests leave for any reason permitted under this policy, he/she must exhaust all accrued leaves (except sick leave) in connection with the leave.

2. The exhaustion of accrued leave will run concurrently with the leave under this policy.
3. If a unit employee requests leave for his/her own serious health condition, in addition to exhausting accrued leave, the unit employee must also exhaust sick leave.

H. Medical Verification

1. Unit employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care.
2. If the leave is requested because of the unit employee's own serious health condition, the certification must include a statement that the unit employee is unable to perform the essential functions of his/her position.

I. City May Require Medical Opinion

1. If the City of El Monte has reason to doubt the validity of a certification, the City may require a medial opinion of a second health care provider chosen by the City.
2. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee.
3. The opinion of the third provider will be binding.

J. Intermittent Leave Requests

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1. If a unit employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition the unit employee must provide medical certification that such leave is medically necessary.
2. "Medically necessary" means there must be a medical need for the leave and that the leave can be best accomplished through an intermittent or reduced leave schedule.

K. Unit Employee Notice of Leave

1. Although the City of El Monte recognizes that emergencies arise which may require unit employees to request immediate leave, unit employees are required to give as much notice as possible of their need for leave.
2. If leave is foreseeable, at least 30 days notice is required.
3. In addition, if a unit employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the unit employee shall inform his/her supervisor as soon as possible that such leave will be needed.
4. If the City determines that a unit employee's notice is inadequate or the unit employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion adequately cover the position with a substitute.

L. Reinstatement Upon Return from Leave

Upon expiration of leave, a unit employee is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent position.

M. Fitness Findings

1. As a condition of restoration of a unit employee whose leave was due to the employee's own serious health condition, which made the unit employee unable to perform his/her job, the unit employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to work.
2. Failure to provide such certification will result in denial of restoration.

N. Applicable Forms

Unit employees must fill out the applicable forms in connection with leave under this policy.

ARTICLE FIVE - GRIEVANCE PROCEDURE

Section 1 - Definitions

A. Grievance Defined

A grievance is defined as any dispute concerning the interpretation or application of a specific provision of this agreement dealing with wages, hours, and other terms and conditions of employment, the Personnel Rules and Regulations, or departmental rules and regulations governing personnel practices or working conditions which adversely affect permanent unit employees covered by this MOU.

B. Impasse Is Not A Grievance.

An impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance.

Section 2 - Responsibilities and Rights

A. Limitations

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

B. No Loss to Process Grievance

No unit employee shall lose the right to process a grievance because of management-imposed limitations in scheduling meetings.

C. Review Grievances Informally With Supervisor

1. The unit employee has the responsibility to discuss the grievance informally and verbally with the appropriate supervisor.
2. The immediate supervisor will, upon request of a unit employee, discuss the grievance at a mutually satisfactory time.

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3. The unit employee may be represented by an attorney or by a representative of the exclusive bargaining agent in the informal discussion with the appropriate supervisor in all formal levels of review.

D. Time Limits Extended By Mutual Agreement

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

Section 3 - Procedure

The grievance procedure for permanent unit employees covered by this MOU shall be as follows:

Step One - First Level of Review- Immediate Management Supervisor

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- a. The unit employee shall discuss the grievance with the immediate management supervisor on an informal basis in an effort to resolve the grievance.
- b. The grievance shall be considered waived if not so presented to the immediate management supervisor within thirty (30) calendar days following the day when the event upon which the grievance is based occurred.
- c. Said thirty (30) calendar days may be waived by mutual consent of the parties involved.
- d. The immediate management supervisor may require that the unit employee submit the grievance in writing. Similar grievances submitted by more than one unit employee may be consolidated by management into one or more separate grievances.
- e. The immediate management supervisor shall respond within five (5) calendar days following the meeting with the unit employee.
- f. Failure of the immediate management supervisor to respond within such time limit shall entitle the unit employee to process the grievance at the next step.

Step Two - Second Level of Review – Department Head

- a. If the grievance is not settled at Step One, the unit employee may serve written notice of the grievance on a form provided by management to the department head within fifteen (15) calendar days of receipt of the grievance response at Step One.
- b. Failure of the unit employee to serve such written notice shall constitute a waiver of the grievance.
- c. If such written notice is served, the department head shall meet with the unit employee and a written decision or statement of the facts and issues shall be rendered to the unit employee and that person's representative, if any, within fifteen (15) calendar days from the date of service.
- d. Failure of management to respond within such a time limit shall entitle the unit employee to process the grievance at the next level of review.

Step Three - Third Level of Review – City Manager

- a. If the grievance is not settled at Step Two, the unit employee 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 Two.
- b. Failure of the unit employee 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 that person's designee within fifteen (15) calendar days.
- d. The City Manager or designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the unit employee and representative, if any, a written decision within thirty (30) calendar days from the date said arguments were submitted.

Step Four - Appeal Hearing – Hearing Officer

Discipline shall be heard by a Hearing Officer as outlined in City of El Monte Municipal Code Section 2.72.140(E4) (Appeal for Non-Safety Employees), as amended.

ARTICLE SIX – GENERAL PROVISIONS**A. Term of Memorandum of Understanding**

This MOU shall be effective July 1, 2007, except as otherwise provided herein, and together with all the terms, conditions and effects thereof, shall expire on midnight on December 31, 2010.

B. 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 Memorandum of Understanding 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 El Monte Police Officers' Association shall have the right to meet with the City regarding the impact on employees of this suspension of these provisions in this Memorandum of Understanding.

C. Severability Provision

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

D. Personnel System Rules/City Policies

The parties agree that all conditions of employment, as they pertain to unit employee covered by this MOU, subject to meet and confer provided by the Personnel System Rules, Ordinances, Resolutions, Departmental Rules and Regulations or Policy Statements in effect prior to the date of this MOU, unless specifically provided to the contrary in this MOU, shall remain in force and effect during the term of this MOU. 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.

E. Full Agreement and Implementation

1. 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 purposed of the MOU neither part 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 as set forth in this MOU.

ARTICLE SEVEN - RATIFICATION AND IMPLEMENTATION

A. Acknowledgement

The City and the El Monte Police Officers' Association acknowledge that this Memorandum of Understanding shall not be in force and effect until ratified by simple majority vote of unit employees who are in classifications represented by the El Monte Police Officers' Association set forth in this agreement and adopted by the City Council of the City of El Monte.

B. Mutual Recommendation – Approval of the MOU

This agreement constitutes a mutual recommendation of this new MOU by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted and implemented accepting its provisions and effecting the changes enumerated herein relating to wages, hours, benefits and other terms and conditions of employment for unit employees represented by the El Monte Police Officers' Association.

C. Ratification

Subject to the foregoing, this Memorandum of Understanding is hereby ratified and agreed to be recommended for approval by the authorized representatives of the City of El Monte and the El Monte Police Officers' Association, entered into this **2nd day of October 2007**.

ARTICLE EIGHT - IMPLEMENTATION

PARTIES TO THE AGREEMENT	
Dieter Dammeier Chief Negotiator, Labor Attorney	John F. Hoffman Chief Negotiator, HR & ER Consultant
Brian Glick President, El Monte Police Officers' Association	Eric Berry Human Resources Officer
Eric Walterscheid, Vice President, El Monte Police Officers' Association	Marcie Medina Deputy City Manager of Administrative Services
Jake Fisher, El Monte Police Officers' Association	Steven Schuster Police Captain
Benjamin Lowry, El Monte Police Officers' Association	Kriste Saldaña Assistant Finance Director
Jimmie Pitts, El Monte Police Officers' Association	

PARTIES TO THE AGREEMENT	
Mike Providente, El Monte Police Officers' Association	
Al Tromp El Monte Police Officers' Association	
Christopher Williams El Monte Police Officers' Association	

EXECUTION OF THE NEW AGREEMENT

This MOU has been approved by a vote of the City Council of the City of El Monte. Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

In witness whereof, the parties hereto have cause this agreement to be executed this day of October 2007

El Monte Police Officers' Association	City of El Monte, California
Brian Glick, President, El Monte Police Officers' Association	James W. Mussenden, City Manager

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ARTICLE EIGHT