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ARTICLE ONE

ARTICLE ONE - EMPLOYEE AND EMPLOYER RIGHTS

Section 1. Recognition

A. SEIU Local 721 – Exclusive Representative – General Employees Unit

1. On March 9, 1982, Service Employees International Union (SEIU) Local 721, was certified by the City Council as the majority representative of employees in the General Employees Unit (hereinafter referred to as "Unit").
2. Accordingly, the City recognizes SEIU Local 721, (hereinafter referred to as "Union") as the exclusive representative of the employees in said Unit for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, 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.

B. Unit Employee

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

C. Confidential Employees – Employee Relations

1. In accordance with G. C. Section 3507.5, many California public agencies designate certain key employees as confidential.
2. The confidential employees are generally those who have access to confidential or privileged information dealing with labor relations.
3. 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.

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a.

5. Therefore, incumbent unit employees of classifications **designated as confidential by the City Manager and approved by the Union** are prohibited from representing any employee organization on any matter within the scope of representation.
6. A confidential employee may be permitted to participate in certain labor relation functions if so approved in advance by the City Manager.

Section 2. Nondiscrimination

A. Non-Discrimination in Treatment of Unit 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.

B. 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.

Section 3. Union Security

A. Contracting Work

1. In accordance with California Government Code Section 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.
2. Otherwise, the City agrees to meet and confer with the authorized bargaining unit representative pursuant to California Government Code Section 3500, *et seq.*

B. Dissemination of Union Information

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Management shall disseminate to each new employee an information booklet provided by the Union, which shall be approved by management prior to dissemination, and a printed card, supplied by the Union, containing the following information:

1. Your classification is included in the General Bargaining Unit Represented by SEIU Local 721
2. SEIU Local 721, has been certified to meet and confer in good faith with management on all matters pertaining to your wages, hours of work, employee benefits and conditions of employment, and is the exclusive recognized employee organization for all employees in your Unit.

C. Due/Fees

1. Each regular unit employee in the bargaining unit shall, as a condition of employment, become a member of the Union, or pay the Union a service fee in amount not to exceed the regular dues rate.
2. Such amounts shall be determined by the Union and implemented by the City in the first payroll which starts after the City receive thirty (30) days notice from the Union.
3. The service fee shall be deducted automatically from the paychecks of those unit employees who choose not to join the Union.
4. The Union agrees to indemnify and hold harmless the City for any loss or damage from the operation of this Agency Fee provision.

D. Religious Objections

1. Any unit employee who is a member of a bonafide religion, body, or sect which 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, in lieu of the periodic agency fee funds, direct the City to submit such funds to a non-religious, non-labor charitable fund exempt from taxation under the Internal Revenue Code.

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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 Division or Finance Division of the Administrative Services Department may establish, Union dues and such other deductions as may be lawfully permitted and agreed to by Management and the Union, shall be deducted twice each month from the salary of each unit employee in the Union who files with the Finance Division, a written authorization that such deductions be made.
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 Local 721, 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. Indemnification

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

Section 4 - Unit Information

A. City to Provide Information to Union

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The City agrees to provide unit employee information to the union every month. Such information will include the unit employee's name, job title, department, division, home address and other routine information in order for the Union to effectively contact and serve its membership.

B. Access to Information

1. The City agrees to provide the Union with information relevant to the Union's representation of the General Employee bargaining unit.
2. The Union shall submit any request for information in writing to the City's Human Resources Officer.

Section 5. Use of City Facilities and 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 the Union 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 head or his or her designee.

Section 6. Bulletin Boards

A. Location of Bulletin Boards

1. The City agrees to provide bulletin board space for the exclusive use of unit employees in the City's facilities, specifically as follows:
 - One (1) bulletin board in the Public Works Maintenance Yard,
 - Three (3) bulletin boards in the Police Department,
 - One (1) bulletin board in each City Hall East and West
 - One (1) bulletin board in the Community Services Department Headquarters Building,

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- One (1) bulletin board in the Aquatic Center
 - One (1) bulletin board in the Community Services Transportation and Maintenance Building.
 - One (1) additional board per work area created, specifically
 - The Police Department Main Station,
 - The Detective Bureau/Dispatch,
 - Gang/POP Office,
 - Police Department Administration Building,
 - City Hall East,
 - City Hall West,
 - Public Works Maintenance Division Office,
 - Parks Maintenance Facility,
 - Community Center,
 - Aquatics Center,
 - Senior Center and
 - Transportation/Maintenance Facility.
2. 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.

B. Maintenance and Use

1. These bulletin boards will be paid for by the City and will be maintained by the Union and shall be used for union business only.
2. 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 a member of the Union's Board of Directors
4. No item that can reasonable be interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards.
5. The Union agrees to conduct itself in a businesslike, lawful manner.

C. Indemnification

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

Section 7. Political Action Committee

A. Voluntary Political Contributions

1. The City agrees to allow unit employees to make voluntary political contributions to SEIU, Local 721 Political Action Committee through payroll deduction.
2. Any unit employee interested in making such contributions shall authorize the City in writing on a form, which clearly indicates that the funds will be used for political activities and that the contribution is voluntary in nature.

B. Abide by Federal and State Laws on Contributions

The Union will abide by all federal and state laws relating to such contributions and indemnify the City in the event of litigation.

Section 8. Composition of Union Bargaining Team

During negotiations for successor Memoranda of Understanding employee the Union bargaining team should be comprised of not more than eight (8) unit employees, including alternates.

Section 9 – Release Time – Union Business

A. 500 Release Time Hours Per Calendar

SEIU, Local 721 is permitted five hundred (500) hours of release time with pay per calendar year to pursue Union business.

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B. Approval

1. Union Leave must be authorized by the Union President and approved by the individual's immediate supervisor.
2. The unit employee taking Union leave of more than one (1) work day shall forward a Leave Request form to his/her Department Head 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.

Section 9. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Introduction

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

1. To manage the city generally and to determine policies, procedures, and the right to manage the affairs of the City;
2. To determine the existence or nonexistence of facts, which are the bases of the Management decision;
3. 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;
4. To determine the nature, manner, means, extent, type, quantity, quality and technology, standards, level and extent of services to be provided to the public;
5. To determine methods of financing;

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6. To determine quality, quantity and types of equipment or technology to be used;
7. 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;
8. To plan, determine and manage 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;
9. 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;
10. 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;
11. To establish and modify productivity and performance programs and standards;
12. 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;
13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reallocate and reclassify unit employees;
14. To hire, transfer, promote, reduce in rank, demote, reallocate, and terminate unit employees and take other personnel action for nondisciplinary reasons in accordance with the MOU and applicable resolutions and Codes of the City;
15. To determine policies, procedures and standards for selection, training and promotion of unit employees;

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- 16. To establish unit employee performance standards, including quality and quantity standards, and to require compliance therewith;
- 17. To maintain order and efficiency in its facilities and operations;
- 18. To establish and 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;
- 19. To restrict the activity of an employee organization on City property and on City time except as set forth in the Employment Relations Resolution;
- 20. 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.

B. 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 10. Employee Relations Consultation Meetings

The City Manager or his/her designee and the Human Resources Officer agree to meet with the Chapter President or his/her 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 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.

ARTICLE TWO - SALARIES AND COMPENSATION

Section 1. Salary Ranges

The position classifications in Appendix "A" are established as regular General Unit classifications at the indicated range and salary.

Section 2. Salary Adjustments

A. Salary Adjustment – July 1, 2007 – June 30, 2008

Effective July 1, 2007 all classifications in the Unit shall receive a three and one-half percent (3 ½ %) salary adjustments above their classifications current assigned salary range which was in effect in the salary matrix on June 30, 2007.

B. Salary Adjustment – July 1, 2008 – June 30, 2009

Effective July 1, 2008 all classification in the Unit shall receive a three and one half percent (3 ½%) salary adjustment above the classifications current assigned range which was in effect in the salary matrix on June 30, 2008

C. Salary Adjustment – June 1, 2009 – June 30, 2010

Effective July 1, 2009 all classifications in the Unit shall receive a three percent (3%) salary adjustment above their classification's current assigned salary range which was in effect in the salary matrix on June 30, 2009.

D. Salary Adjustment – July 1, 2010 – December 31, 2010

Effective July 1, 2010 all classifications in the Unit shall receive a two percent (2%) salary adjustment above the classification current assigned salary range which was in effect in the salary matrix on June 30, 2010

Section 3. Direct Deposit

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In order to reduce administrative costs, the City and the Union strongly encourage all unit employees to use direct deposit on their paychecks.

Section 4. Salary Steps

Step 1-

- a. shall be the entry level step for new unit employees in all classifications unless otherwise another step is approved by the City Manager.
- b. Unit employee must serve at least six (6) months in Step 1 to be eligible to pass probation and advance to Step 2 unless approved by the City Manager.

Step 2-

- a. A unit employee should receive this step after the completion of six (6) months of satisfactory service in Step 1 in the same classification.
- b. Step 2 should be considered as an incentive to encourage a unit employee to continue to improve in their job performance.

Step 3- should be considered the proper step for a competent unit employee who has completed one (1) year of service in Step 2 in the same classification.

Step 4- should be considered the proper step for a competent unit employee who has completed one (1) year of service in Step 3 in the same classification.

Step 5- should be considered the proper step for a competent unit employee who has completed one (1) year of service in Step 4 in the same classification.

Section 5. Probationary Period

A. Length of Probationary Period

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

B. "At Will" Status

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During the probationary period, a unit employee serves as an “at will” status and may be dismissed with or without cause and with or without notice.

C. Transfers, Demotions and Promotions

For transfers, demotions and promotions, unit employees will serve a six (6) month probationary period.

Section 6. Pay Day

Unit employees will receive their paychecks on the fifth (5th) and twentieth (20th) of each month, except if the 5th or 20th falls on a Friday, Saturday or Sunday or on a Monday City-recognized holiday, the paycheck will be received on the preceding Thursday.

Section 7. Longevity Pay

A. 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.

B. Length of Service/Compensation

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

YEARS/MONTHS OF SERVICE	EMPLOYEE HIRE DATES	
	Before 07/01/85	After 07/01/85
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
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C. Second Tier – Additional Longevity Pay

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) as follows:

1. EMPLOYEES HIRED PRIOR TO JULY 1, 2000

- a. All unit employees hired prior to July 1, 2000, as regular employees of the City received an additional six percent (6%) above their base pay to be paid as longevity pay.
- b. The additional six percent (6%) longevity pay was the direct transfer of the former six percent (6%) paid by the City in the form of employer paid deferred compensation.

2. EMPLOYEES HIRED ON OR AFTER JULY 1, 2000 – LESS THAN FIVE (5) YEARS OF SERVICE

- a. All unit employee hired on or after July 1, 2000 as regular employee of the City received an additional six percent (6%) above their base pay as longevity pay.
- b. The additional six percent (6%) longevity pay was the direct transfer of the former six percent (6%) paid by the city in the form of employer paid deferred compensation.

3. EMPLOYEES HIRED ON OR AFTER JULY 1, 2000 – MORE THAN 5 YEARS/LESS THAN 10 YEARS SERVICE

All unit employees hired on or after July 1, 2000, who have more than five (5) years service (but less than ten [10] years service) as regular employees of the City shall receive an additional three percent (3%) above their base pay will be paid as longevity.

4. EMPLOYEES WITH MORE THAN TEN (10) YEARS OF SERVICE

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all unit employees who have more than ten (10) years of service as regular employees of the City an additional six percent (6%) above their base pay will be paid as longevity pay.

Section 8. Employer Paid Deferred Compensation (Non-PERSable)

A. Requirement for City Contribution

1. All unit employees must join the Deferred Compensation Plan offered by the Public Employees' Retirement System and/or the City's 401(a) plan.
2. Effective March 16, 2007, the City's contribution to said deferred compensation plan shall be a total of two percent (2%) of each unit employee's base salary which includes longevity pay.

B. 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.

Section 9. Education Incentive Pay

A. Associate of Arts or Science Degree – after start of employment

1. All unit employee who, after employment with the City of El Monte, obtain an Associate of Arts or Science degree for college courses that contribute to job knowledge, skills and abilities shall receive an additional fifty dollars (\$50) per month above their base salary;
2. All unit employees who, after employment with the City of El Monte, obtain a Bachelor of Arts or Science degree for college courses that contribute to job knowledge, skills and ability shall receive an additional one hundred (\$100) per month above their base salary.

B. Procedures to Receive Pay

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1. Upon receipt of the degree, the unit employee shall provide copies of the college transcripts to the Human Resources Division of the Administrative Services Department.
2. The effective date for the differential shall be the first day of the month following submission of the transcripts.
3. The additional compensation shall be made at each time any installment of base pay is made to the eligible unit employee, and the amount of such additional payment shall be predicated upon the amount of base pay then paid.

Section 10. Certificate Pay

A. Compensation

1. 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 (2-3/4%) per month above their base salary.
2. The City agrees to pay the annual license fee and continuing education costs for such certification.

B. Approval

1. Henceforth unit employees seeking Certificate Pay must seek written approval of the department head before beginning the certification process.
2. Those unit employees who do not seek prior approval and otherwise obtain the relevant certificate will not be eligible for Certificate Pay.

Section 11. Translator Pay – Effective July 1, 2008

A. Speaking Another Language – Determined by the City

Effective July 1, 2008, eligible unit employees who are certified by the City and appointed by their Department Head to speak (basic conversational skill) another language (other languages include but not limited to Spanish,

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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

Effective July 1, 2008, eligible unit employees, who are certified by the City and appointed by their Department Head to speak, read and write in another language (other languages include but not limited to Spanish, Chinese and Vietnamese) other than English shall receive seventy five (\$75) 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 general non-management employees in each City Department and except as set forth in C2 below.
2. Additional Translator assignments can be approved by the City Manager, if sufficient funds are available in the respective departmental budget to cover the increased costs.
3. The City Manager shall determine the number of translator assignments per language.

Section 12. Training Compensation

A. Purpose

The purpose of this training section is to address those situations where intensive, continual and hands-on training duties are assigned to a unit employee.

B. Compensation/Eligibility

Any unit employee specifically assigned in writing by a supervisor to train a City employee and said assignment is not part of their job duties 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

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percent (50%) of the trainer’s work day time has been devoted substantially to the training of a unit member(s).

C. Examples

1. For example, if 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 a week and therefore the senior clerk would not qualify for training compensation.
2. Further example, if a newly hired employee periodically asks a senior employee for advice or assistance on office procedures, the two and one half percent (2.5%) base salary increase per day will not be provided and therefore the senior employee would not qualify for training compensation.

Section 13. Pay Day

Unit employees will receive their paychecks on the 5th and 20th of each month, except that if the 5th or 20th falls on a Friday, Saturday, Sunday or a Monday holiday, the paychecks will be issued on the preceding Thursday.

Section 14. Tool Maintenance Allowance

A. Purpose

The purpose of the Tool Maintenance allowance is to provide an allowance for Lead Equipment Service Workers and Equipment Service Workers to purchase and replace as needed job related tools to perform their job duties.

B. Allowance

The Police Department’s Lead Equipment Service Worker and Equipment Service Worker shall receive one hundred fifty dollars (\$150.00) each month as a Tool Maintenance Allowance.

Section 15. Water Certification Requirements

A. T2 and D2 Certification

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The Senior Water Shift Operator and the Water Shift Operator positions require T2 and D2 certificates. Henceforth, the Water Meter Reader/Repairer requires a D2 certificates.

C. Water Shift Operator

Employees with a T2 certificate who pursue a D2 certificate will not receive any additional compensation without the written approval of the Department Head and Human Resources Officer.

Section 16. Search Pay

A. Compensation

Unit employees, when required to perform detainee searches, shall be paid an additional twenty-five (\$25.00) for each instance.

B. Limitations

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

Section 17. Shift Differential

A. Compensation

Unit employee who are assigned to work swing and graveyard shifts shall be paid an additional two and three fourths percent (2.75%) above their base salary.

B. Eligibility

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

C. Limitations

All other unit employees whose regular shifts start in hours outside of the hours listed above are ineligible for shift differential.

Section 18. Acting Pay

A. Eligibility

Each unit employee who, by written assignment of his/her supervisor approved by the Department Head and submitted on a Personnel Action Form, 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

B. Compensation

- 1. 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.
- 2. Acting pay shall begin on the third (3rd) consecutive day of work in the acting classification and shall be retroactive to the first day of the acting assignment.

D. Limitations

- 1. 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.
- 2. No unit employee acting in an exempt mid-management position shall receive overtime for hours worked in an exempt mid-management position.

Section 19. 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 head within thirty-seven (37) calendar days of the original request.

B. Review and Response to Reclassification Request

1. The department head 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 head will seek recommendations from the Human Resources Division via the Deputy City Manager for Administration concerning the appropriateness of the reclassification request.
3. If the department head fails to respond on a timely basis or if the unit employee disagrees with the decision of the department head, 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 that person's 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.

ARTICLE THREE - WORK SCHEDULES AND OVERTIME

Section 1. Work Schedules

A. 4/10 Work Schedule

1. Effective November 2, 1992, Unit employees were approved and assigned working a "4/10" work schedule.
2. Hours of work will be each week from 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.
3. Other work days and times may be assigned by the City after notification to and meeting with the Union.

B . 3/13 Work Schedule

Various Unit employees in the Police Department are assigned to work a 3/13 work schedule consisting of 13 hours and twenty minutes per day, three (3) days each week (hereinafter the "3/13" work schedule). **Effective July 1, 2008, Police Dispatchers will alternate schedules working a 3/13 work schedule one week and a 4/10 work schedule the next. This arrangement is contingent upon a reduction in overtime costs and may be revoked by management with notice to the Union.**

C. 7(k) Work Schedule

Effective July 1, 2008 and in accordance with 29 CFR 553.201, the City of El Monte elects to invoke the provisions of the so-called 7(k) exemption for Jailers. Section 7(k) provides a partial overtime pay exemption for law enforcement personnel (including security personnel in correctional institutions) who are employed by public agencies on a work period basis. In the case of such employees who have a work period of at least 7 but less than 28 consecutive days, overtime compensation is required when the ratio of the number of hours worked to the number of days in the work period exceeds the ratio of 160 hours to 28 days. This arrangement also is contingent upon a reduction in overtime costs and may be revoked by management with notice to the Union.

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C. 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.

D. Holidays and Personal Leave Counted as 10 Hours

Holidays and personal leave days will now be counted as ten (10) hours; regardless of whether or not an employee is working a "3/13" schedule.

Section 2. Meal Breaks

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

Section 3. Breaks/Rest Period

A. Break – Rest Period Defined

Break-rest 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.

B. Break – Rest Period Scheduling

1. Break-rest periods are scheduled and/or rescheduled by management so as not to impair service and as job requirements dictate.
2. Unit employees assigned to work the 4/10 work schedule may receive: Two (2) paid break rest periods of fifteen (15) minutes for each scheduled work day actually worked.

E. Break-Rest Period Fifteen (15) Minute Duration

The duration of a break-rest period shall consist of fifteen (15) minutes of cessation of work and will include time involved in going and from a rest area unless otherwise authorized by this MOU.

D. Exception: Public Works Maintenance Division

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Unit employees in the Public Works Maintenance Division shall be entitled to an unpaid meal break of thirty (30) minutes per work day actually worked and two (2) break-rest periods of twenty (20) minutes per each scheduled work day actually worked.

E. Limitations

1. Break-rest periods are non-cumulative and shall not be added to any meal time, vacation or any other form of authorized absence from work, unless authorized by Management.
2. Break-rest periods may not be used at the beginning or the end of a work shift unless authorized by Management.

Section 4. Overtime Provisions

A. Regular Overtime – Defined as follows:

1. For unit employees assigned to work a four (4) day - forty (40) hour work week schedule, overtime is time worked in excess of ten (10) hours a day or more than forty (40) hours in a work week.
2. For unit employees assigned to work a five (5) day -forty (40) hour week schedule, overtime is time worked in excess of eight (8) hours in a work day or more than forty (40) hours in a work week.
3. For Job Sharing unit employees, overtime is time worked in excess of forty (40) hours in a work week.
4. Regular overtime is time worked past the regularly scheduled work shift, which is required and authorized by the unit employee's supervisor.
5. When unit employees are required to work more than thirty (30) minutes beyond the regularly scheduled work day or duty shift.
6. Commission Secretaries shall be guaranteed two (2) hours of overtime each month or overtime payments as outlined in this section above, whichever is higher.

B. Work Schedule Changes

ARTICLE THREE

1. Work schedule changes shall require a minimum of seven (7) calendar days' notice, except in case of emergency as determined by Management.
2. When minimum seven (7) calendar days' notice is not provided, unit employee shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate for each hour that does not meet the minimum notice requirement.

C. Overtime Requirements

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

D. Off-Hours Contact

1. Off-Hours Contact is work performed by an off duty unit employee who is contacted via phone, pager, or email for information, guidance or assistance, after that person has completed a regular work schedule and has left work or is on a day off.
2. The called unit employee is guaranteed (15) fifteen minutes of overtime pay or compensated time-off and that pay thereafter is to be rounded to the nearest fifteen (15) minute increment.
3. For example, if a unit employee is called for twenty (20) minutes he/she will be paid fifteen (15) minutes overtime, but if the unit employee is called for twenty-three (23) minutes, he/she will be paid thirty (30) minutes of overtime.
4. The unit employee will have to submit a brief description for each off-hour call with the timesheet.
5. Responding to these calls is completely optional, except as provided in the Emergency Waiver Provisions of the MOU. This provision does not apply to standby or on call situations.

E. Court Time

Court time is time spent by an unit employee who is 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.

F. Court Standby Time

For the purposes 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 hour from the time contacted.

Section 5. Overtime Compensation Rate

A. Regular Overtime

All overtime authorized by the department head and approved by the City Manager shall be compensated for at one and one-half (1-1/2) times the unit employee's regular hourly rate.

B. Call Back Overtime

1. Call back overtime authorized by the department head or that person's designee shall be compensated at a rate of one and one-half (1-1/2) times the regular hourly rate with a minimum payment of two (2) hours.
2. Unit employees will be compensated from the time they leave their residences until they arrive back at their residences, so long as they respond to such calls and return to their residences in a reasonable amount of time as determined by the department head or that person's designee.

C. Court Time

All job-related court time actually spent at the location specified in the subpoena shall be compensated at a rate of time of one and one-half (1-1/2) times the regular hourly rate with minimum guaranteed payment of two (2) hours.

D. Court Standby Pay

1. Compensation for court standby time in Municipal, Superior, or Juvenile court shall be at straight-time.
2. Unit employees shall be guaranteed four (4) hours straight time pay for court standby pay for A.M. court appearances.
3. Unit employees shall be guaranteed four (4) hours straight time pay for court standby pay for P.M. court appearances.

E. Standby Pay

1. Standby Pay is defined as when a unit employee is assigned to be “on call” standby for all hours off-duty and must be able to return to work within a short period of time upon request by management. Employees on standby assignment must carry a cell phone to be contacted at any time.
2. Unit employees will be compensated a minimum of fifteen (15) hours straight pay for each seven (7) days on standby.
3. For each recognized City holiday within the seven (7) day period base compensation is increased four (4) hours; for half-day holidays, the base compensation is increased two (2) hours.

F. Standby Callback Pay

1. If a unit employee is on standby assignment and is then called into work, they are guaranteed a minimum payment of two (2) hours of overtime paid at time and one half of the base rate of pay.
2. Unit employees are permitted to bank fifteen (15) hours of standby pay per each standby period if approval is given in advance by management. All hours must be paid or banked as compensatory time off. No combination of time is permitted each standby pay.
3. Unit employees will be compensated from the time they leave their residences until they arrive back at their residences so long as they respond to such calls and return to their residences in a reasonable amount of time as determined by the supervisor.

Section 6. Compensatory Time

A. Compensatory Time in Lieu of Overtime Paid

1. Unit employees who work regular overtime as defined in in this Article shall be compensated at one and one-half (1 ½) 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 (1-1/2) hours for each overtime hour worked.
2. The unit employee shall be given an opportunity to express a preference of either receiving overtime pay or compensatory time off.

B. Compensatory Time Accumulation Bank Limit

1. No unit employee shall be allowed to accumulate over one hundred (100) hours of compensatory time.
2. Any compensatory time in excess of one hundred (100) hours shall be paid at a rate of one and one-half times the hourly rate of the unit employee in effect at the time such overtime service was rendered.

C. Use of Compensatory Time

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

ARTICLE FOUR - FRINGE BENEFITS

Section 1. Health Insurance

A. City Contribution for Medical Insurance

1. The City shall contribute the three (3) party PERS Health Kaiser family premium for Los Angeles County towards the cost of health insurance for each unit employee.
2. The only exception is unit employees who live in the area defined by PERS as "Other Southern California Counties".
3. Those unit employees who have three-party insurance are eligible to have their insurance paid up to the Kaiser three (3) party premium for "other Southern California Counties" rate.

B. The City Administers Medical Insurance Plans

1. The City retains all duties and responsibilities it has had for the administration of the City's medical insurance plans.
2. The City reserves the right to increase benefits if it so decides.

C. Basic Benefit Structure – No Reduction

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.

D. Unused City Contribution

1. If the unit employee does not use up the full City contribution of medical benefits, the remainder will be paid monthly to the unit employee as taxable cash.
2. The amount of taxable cash that the City will pay in accordance with this paragraph is limited to the PERS Health Kaiser three (3) party premium for Los Angeles County.

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3. If a unit employee can provide to the Human Resources Officer proof of medical insurance coverage elsewhere (such as through a spouse), then the unit employee may totally drop medical insurance and take the full City contribution as taxable cash.

Section 2. Retired Employees Medical Health Insurance Subsidy Program

A. Purpose

1. It is agreed that the City and the Union shall continue the jointly developed Union-administered Retired Employees' Medical Health Insurance Subsidy Program.
2. The purpose of the Committee shall be to study the feasibility of granting medical insurance benefits to retired unit employees.

B. Committee Structure

1. The Union shall furnish the City with a list of employee participating on the Committee
2. The Committee shall be permitted twenty (20) hours in a six-month period for meeting and conferring during working hours. No single meeting shall last more than two (2) hours.
3. When and if the Committee proposed a medical insurance plan that represents cost savings to the City such proposal may be implemented by the City.
4. If unforeseen major financial constraints prevent the City from implementing the agreement, the City and Union agree to meet and confer concerning such financial constraints.

C. City Contribution to Union to Administer Retiree Medical Insurance Fund

1. The City shall contribute seventy five thousand dollars (\$75,000) annually to the Union for the Retired Employees' Health Insurance Subsidy.

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2. Effective July 2007, the City shall increase contributions to a total of one hundred ten thousand dollars (\$110,000) annually.
3. Effective July 2008, the City shall increase contribution to a total of one hundred forty five thousand dollars (\$145,000) annually.
4. Effective July 2009, the City shall increase contribution to a total of one hundred eighty thousand dollars (\$180,000) annually.
5. Effective July 2010, the City shall increase contributions to a total of one hundred ninety seven thousand five hundred dollars (\$197,500) annually.

D. Employee Contribution For Retiree Medical Insurance Fund

1. A monthly unit employee contribution for an amount to be determined by the Retired Medical Insurance Committee must be made to the Fund in an amount sufficient to ensure the solvency of the Fund.
2. As of January 2007, the monthly unit employee contribution for the Retiree Medical Insurance Fund shall be forty-five dollars (\$45) per month.
3. The City encourages the Union to use the same criteria as is used for other retirees and agree to pay up to the Los Angeles County Kaiser rate regardless of where they live.

E. Annual Financial Report

The Union is required to provide to the City Manager an annual financial report on the status of the Retired Employees' Medical Insurance Fund.

F. Reopen on Retired Employee Health Insurance

The City agrees to meet and confer with SEIU/General Employees on the subject of retired employee health insurance during the term of this MOU, if the City of El Monte General Fund revenues exceed by five percent (5%) or more the budget appropriated in a fiscal year budget adopted by the City Council of the City of El Monte

G. City Contribution – If Fund Has Shortfall – New Retirees

The City will contribute up to fifty dollars (\$50) per month per eligible retiree if, and only if, there is a shortfall in the plan and the plan cannot fully fund new retirees at the single Kaiser premium.

H. Benefit Plan Deductions

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

Section 3. Vision Plan

A. Eligibility

Beginning in January 2007, unit employee will be able to enroll in all City vision plans. Enrolled unit employees shall pay the full premium for the vision plan.

B. Limitations

Nevertheless, unit employee participation in the Vision Services Plan must be at least twenty percent (20%) in order for unit employee to be eligible for this specific plan.

Section 4. Dental Plan

Unit employee may continue to enroll in any City-sponsored dental plan and enrolled unit employees shall pay the full premium for the dental plan.

Section 5. Hepatitis A or B Immunization

A. Employee Classes Eligible for Immunization

1. The City agrees to provide Hepatitis A or B immunizations to the unit employees in the following classifications: Jailer, Parks Maintenance Worker, Public Works Maintenance Worker, Matron, Evidence Technician, Recreation Coordinator, Social Worker and Waste

Management Analyst.

2. The City has the option to provide such immunizations by reimbursing unit employees for any co-payment cost, if they use their individual insurance or by sending unit employees to a City-designated medical facility.

B. Additional Classes

The City agrees to consider extending this benefit to additional classifications if the Union requests such an extension.

Section 6. Uniforms

C. Uniforms Provided as Required by City of El Monte

1. 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.
2. All details such as the purchase, rental or cleaning of such uniforms, the selection of the supplier, frequency of service and the like, shall be determined by the City Manager.

D. Safety Boots, Gloves and Jackets

1. Safety work boots, gloves and safety jackets shall be provided to eligible field classifications and equipment maintenance employees determined by the City Manager on an as needed basis.
2. The selection of the supplier, frequency of issue, and the like, shall be determined by the City Manager.

E. Uniform T-Shirts

1. The City gives approval to those unit employees in the Community Services Department, Public Works Division, Code Enforcement Division, Building Division and Housing Division of the Community Development Department, who are required to wear uniforms to purchase and wear City-approved T-shirts.

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2. The City shall designate the type of T-shirt and the periods of time during the year in which T-shirts may be worn.
3. The current Public Works year-round policy shall remain in effect.

F. Polo Shirts/T-Shirts and Hats

1. The City agrees to permit the wearing of City polo shirts and T-shirts only by field maintenance employees at the unit employees' expense.
2. The City also agrees to provide a choice of ball hats or hats with adequate sun protection to the employees on an as needed basis.
3. Additional hats can be purchased at the unit employees' expense so long as hats purchased are identical to City specifications.

G. Uniforms Provided as Required by City of El Monte

For the Parks maintenance employees, the city agrees to provide four (4) pairs of short pants on a one-time basis for FY 2005/06.

E. New Public Works and Parks Maintenance Employees

1. New employees at Public Works and Parks Maintenance will be provided with nine (9) pairs of pants with the employee selecting the number of short pants and long pants.
2. Additional pants can be purchased at employee's expense so long as pants are identical to City specification.

Section 7. IRS Section 125c Benefits

A. Requirements

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 Manager appointed by the City.

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 8. Retirement

A. Public Employees' Retirement System (PERS)

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

B. Employee Retirement Contribution

1. The unit employee PERS Contribution Rate, which is governed by state legislation, is seven percent (7%) of base salary.
2. The City will contribute seven percent (7%) towards the unit employee's PERS contribution rate.

C. Additional Retirement Benefits

1. 2% at 55 Formula
 - a. "2% at 55" formula furnished by the Public Employees' Retirement System (PERS) as adopted by the City and the "1% at 55" formula furnished by the Public Agency Retirement System (PARS) as adopted by the City.
 - 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 PERS and PARS exceed 100% of the unit employee's single highest year's pay (as determined by PERS), for those unit employees hired after July 1, 2003.

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- d. Effective June 30, 2018, no unit employee who retires after that date may receive more than 100% of his or her single highest year salary combined from PERS and PARS.
- 2. Fourth Level of 1959 Survivors Benefit as adopted by the City.
- 3. Fifty percent (50%) Widows/Widowers Continuance Benefit as adopted by the City.
- 4. Highest One Year compensation as the period for determining retirement benefits.
- 5. Conversion of Unused and Uncompensated Sick Leave towards service credit (effective July 1, 1989).
- 6. Post Retirement Survivor's Benefit for continuation of benefits after remarriage (effective July 1, 1989).
- 7. Annual Cost-of-Living Allowance Increase Maximum Raised from three percent (3%) to five percent (5%). (G.C. 21230)
- 8. For unit employees the City of El Monte elects to pay seven percent (7%) of the normal unit employee contributions as employer paid employee contributions (EPMC) and report same to PERS as compensation (G.C. 20023 [C][4]).
- 9. Pre-Retirement Optional Settlement 2 Death Benefit - The spouse of a deceased employee, who was eligible to retire for 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 a employee can leave a spouse. (G.C. 21365.6)
- 10. Military Service Credit as Public Service (G.C. 20894.3)
- 11. Two years' additional service credit. The City may amend its contract with PERS to provide two (2) years' additional service credit to employees who retire during a designated period because of impending mandatory transfers, layoffs, or demotions, pursuant

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to the terms of the G.C. Section 20903. While the City shall exercise its best efforts in obtaining the benefits of Section 20903, the final approval must be provided by PERS.

Section 9. Reopener on PERS Retirement Options

The City agrees to meet and confer with SEIU/General Unit on the subject of PERS retirement benefit options during the period of July 1, 2007 – December 31, 2010, if the City Attorney renders a legal opinion that the City may legally amend its contract with PERS to add any new benefits and any related costs to the City’s PERS retirement tax fund.

Section 10. Mileage Reimbursement

A. Eligibility

1. 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.
2. The mileage reimbursement rate is determined by the Internal Revenue Service and the City shall adopt that reimbursement rate.

B. 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 that person’s designee.

ARTICLE FIVE – LEAVE POLICIES

Section 1. Holidays

A. Official Paid Holidays for Unit Employees

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

1. New Year's Day (January 1)
2. Martin Luther King, Jr. Birthday (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (4th Monday in May)
5. Independence Day (4th of July)
6. Labor Day (1st Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (4th Thursday in November)
9. ½ day (5 hours) Christmas Eve (December 24th)
10. Christmas Day (December 25th)
11. ½ day (5 hours) New Year's Eve (December 31)
12. Floating Holiday (10 hours)

B . Annual Holiday Bank – Maximum of 110 per year

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 and ten (110) hours per year beginning each calendar year.

C. Cash Out of Remaining Holiday Hours

1. On or about January 20 of each calendar year thereafter, each unit employee shall receive a cash payment for all remaining time in the holiday bank at straight time on the base hourly rate.
2. There shall be no carryover of banked holiday hours from one calendar year to another.

D. Terminating Employees

1. Employees who leave City employment shall be paid a pro-rata amount of unused holiday pay.
2. The terminating unit employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1 and the date of the employee's termination.
3. For example if a unit 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 fifty (50) hours of holiday pay for New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day and the floating holiday.
4. If, however, the terminating unit 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.

E. Use of Holiday Time

1. If a unit employee has exhausted his or her accrued holiday pay and a holiday occurs, he or she must use accrued leave in order to be paid on that day.
2. Vacation pay shall be the first used.
3. If the unit employee has no vacation pay, other types of accrued leave may be used.
4. However, the unit employee may not use sick leave to be paid for a holiday. If an employee has exhausted all accrued leave balances on a holiday, he or she will not be paid for that holiday.

F. Holidays on a Sunday

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

G. Municipal Buildings

All municipal buildings will be open a minimum of thirty (30) hours each week, unless Christmas Eve or New Year’s Eve falls on Monday, Tuesday or Wednesday.

H. 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 0.5 times the employee’s base salary rate, commonly referred to as “time and one-half.”
2. For example, if an 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 additional pay.
3. The additional pay referred to in this paragraph must be paid in salary and not in compensatory time.
4. For the purpose of this paragraph, the phrase “regularly works” means work that recurs at fixed and uniform intervals.
5. 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.

Section 2. Vacations

A. Vacation Time Earned

Vacation shall be granted on the following basis:

YEARS EMPLOYED/MONTHS	VACATION EARNED PER WORK HOUR	ANNUAL MAXIMUM EARNINGS
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

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YEARS EMPLOYED/MONTHS	VACATION EARNED PER WORK HOUR	ANNUAL MAXIMUM EARNINGS
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.

Section 3. Sick Leave

A. Sick Leave Accrual Rate

Effective October 1, 2003, sick leave shall be accumulated at the rate of ten (10) hours each calendar month of service as opposed to eight (8) 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 necessity and actual sickness or disability of the unit employee or within the immediate family.
2. The definition of immediate family shall be changed to include the employee' s spouse or domestic partner as defined in California Family Code Section 297, the employee' s son, son-in-law, daughter or daughter-in-law, the employee's stepchild, the employee's adopted child, the employee's foster child, the employee's legal dependent, the employee' s father, step-father, father-in-law, step-father-in-law, mother, step-mother, mother-in-law, step-mother-in-law, the employee's foster parents, the employee' s brother, brother-in-law, sister or sister-in-law, the employee's grandparents and grandparents-in-law, the employee's grandchildren or grandchildren-in-law and those persons, related to the unit employee by

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blood or marriage, who has been living in the unit employee's household for at least six (6) consecutive months.

3. 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 unit employee shall notify the appropriate supervisor or the Human Resources Officer 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 head.
2. When the absence is less than or equal to seven (7) calendar days, the unit employee must submit a City Leave Request Form.
3. 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.
4. All affected unit employees shall be entitled to sick leave privileges except a unit employee still serving the first (6) months of his or her original probationary period in the service of the City. However, sick leave credits for such time shall be granted to each such unit employee who later receives a regular appointment without interruption of service.

D. Payoff of Sick Leave

1. A regular unit employee shall be paid accumulated sick leave at the hourly rate of that person's last position upon terminating employment with the City with the following restrictions and limitations:
 - a. The unit employee must leave City employment through any of the following:
 - (1) Death
 - (2) Layoff

(3) Service or disability retirement

2. The unit employee as defined in the paragraph above will be paid up to one-half (50%) of all unused accumulated sick leave with the following restrictions and limitations:
 - a. All unused sick leave over sixteen hundred (1600) hours will not be considered for such payment.
 - b. In accordance with the City's past practice, any remainder shall be reported for retirement purposes in accordance with Article Four, Section 7(c)(5) above.

Section 4. Personal Business Leave

A. Use of Sick Leave for Personal Business

1. Unit employees will be allowed to use up to thirty (30) hours of sick leave per calendar year and unit employee working the 3/13 work schedule will be allowed to take two (2) full shifts (26 hours, 40 minutes) of employee sick leave per year, for the purpose of conducting personal business which must be performed during normal business hours.
2. Such requests for personal business leave must be approved in advance by the unit employee's department head.

Section 5 - Compensation for Injury on Duty

A. Job Related Injury or Illness – On Duty Injury Leave

Whenever any 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 IOD leave of absence while so disabled without loss of salary in lieu of temporary disability payments, or maintenance allowance payments, if any, which would be payable for the period of the disability, but not exceeding 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 PERS requirements.

B. No Use of Accrued Leave

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1. A unit employee so disabled may use no other kind of accrued leave during the period of disability.
2. No leave of absence may commence after resignation, whether voluntary or involuntary.

C. Payroll Deductions

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

Section 6. 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 Human Resources Officer.

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 7. Leave of Absence Without Pay

A. Not A Break in Employment

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.

B. 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.

C. 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.

Section 8. Use of Accrued Leave Time to Maintain Benefits

A. 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 day of sick time (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.

B. Limitations

1. 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.

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2. 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 9. Jury Duty

A. Notification/Jury Fees

1. Any unit employee who is summoned to serve on jury duty shall immediately notify the appropriate supervisor of summons to jury duty.
2. The unit employee must give the City any fees received as a juror in exchange for regular pay, excluding mileage fees.

B. Maximum Jury Duty

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

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

C. Called to Active Duty

Unit employees called to active duty during the War on Terrorism, will be granted his or her full pay and benefits (minus pay received from the military) in accordance with the governing City Council Resolution.

Section 11. 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 12. Training Leave

A. Union Sponsored Training

1. The City agrees to allow each unit employee up to ten (10) hours of Union sponsored training each year with pay.
2. Such leave must be approved by the unit employee's department head in advance and the training must contribute to the unit employee's knowledge.

B. Additional Training

This Section should not preclude the department head from assigning additional training.

Section 13. Maternity Leave

A. Eligibility

Maternity Leave shall be granted in accordance with Government Code Section 12945(b)(2), as amended.

B. Leave of Absence Up To Four (4) Months

1. As currently written, state law requires the City to provide up to four (4) months unpaid 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).
2. 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 14 – 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 unit 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

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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 (2) or more visits to a health care provider;
- b. Two (2) 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 four 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

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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

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 thirty (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

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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.

Section 15 - Implied Resignation

A. Absent Without Authorization

- 1. Any unit employee who absents himself 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 hours that the unit employee has been absent without authorization.

B. Appeal

1. Within ten (10) days after the implied resignation date, the resignee 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 otherwise contact the department to explain the absence.

2. This section shall not preclude the City from reinstating a unit employee who has resigned in this fashion and who has not appealed within the time limits, where the unit employee can show that the absence was for good cause and it was truly impossible to appeal in a timely manner.

ARTICLE SIX – WORKING CONDITIONS

Section 1. Building Conditions Committee

A. Committee

The City agrees to establish a Building Conditions Committee made up of unit employees and management employees.

B. Purpose

The purpose of this committee will be to meet at least quarterly, investigate and resolve living and safety hazards in various City facilities.

Section 2. Issues Committee

A. Committee Structure

The City agrees to establish an Issues Committee made up of SEIU/General unit employees and management.

B. Meeting Dates and Times

1. Meetings will be scheduled at mutually agreed upon times, with a number of attendees not to exceed six (6) unit employees from SEIU/General Unit and for a reasonable amount of time.
2. The Assistant City Manager shall also be a member of the Issues Committee.

Section 3 - Personnel System Rules

The City agrees to meet and confer with the Union to discuss revision of the City's Personnel System Rules. The City shall provide a copy of Rules and Regulations changes to the Union and review said changes prior to those changes being submitted to the City Council for approval.

Section 4 - Commercial Licenses

A. Required for Designated Certificate

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

B. Employees Hired Before July 1, 1998

Unit employees employed on or before July 1, 1998, who are unable to qualify for a commercial driver's license because of medical reasons, shall be reasonably accommodated and not subject to discipline solely because of their medical inability to qualify for a commercial driver's license.

C. Employees Hired On or After July 1, 1998

The City shall forego any discipline or separation of a unit employee employed on or after July 1, 1998, where the basis for said action would solely be the unit employee's inability to qualify for a commercial driver's license because of a medical condition.

D. Reimbursement for Obtaining and Renewing Commercial Licenses

1. Unit employees, who are required to have a commercial license as a regular part of their duties, will be reimbursed by the City for all reasonable costs incurred in obtaining and renewing such license.
2. The City will only reimburse unit employees for the cost of those license components and endorsements required by the City that are in excess of the costs incurred in obtaining or renewing a regular Class C drivers license.

ARTICLE SEVEN -- GRIEVANCE PROCEDURE

Section 1. 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.

Section 2. 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 be represented by a representative of the unit employee's choice in an informal discussion with the immediate supervisor, and in all formal review levels.
4. Such representative may not be a full-time staff representative of any other certified bargaining organization.

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 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 shall be as follows:

Step 1. First Level of Review

- 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. 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 submit the grievance in writing.
- d. 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 2. Second Level of Review

- a. If the grievance is not settled at Step 1, the unit employee may serve written notice of the grievance on a form provided by management to the department head, within seven (7) calendar days of receipt of the grievance response at Step 1.
- 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 facts and issues shall be rendered to the unit employee and representative of the unit employee's choice, if any, within fifteen (15) calendar days from the date of service.

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- d. Failure of management to respond within such time limit shall entitle the unit employee to process the grievance at the next level of review.

Step 3. Third Level of Review

- a. If the grievance is not settled at Step 2, 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 2.
- 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 or written arguments on the merits of the grievance and shall render to the unit employee and representative of the unit employee's choice, if any, a written decision within thirty (30) calendar days from the date said arguments were submitted.

Step 4. Personnel Appeals Commission Hearing

- a. Within ten (10) calendar days of the receipt of the written decision of the City Manager or designee, an appeal may be filed with the City Clerk for hearing before the Personnel Appeals Commission.
- b. The Personnel Appeals Commission shall hear the grievance within a period of thirty (30) calendar days.
- c. Cost for a shorthand court reporter, if used, shall be split equally between the City and the Union.

Section 5. Optional Alternative Dispute Resolution

A. Submit to Third Party Neutral

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

B. Third Party Process

1. If either party wishes to exercise this option, they shall make the request within fifteen (15) days of the final City Manager's decision.
2. If the parties agree to use this option, they shall meet within ten (10) days of the request to select a neutral person to hear the grievance.
3. If the parties cannot agree on a neutral person, they shall use the services of the American Arbitration Association.
4. The parties may agree to use either mediation or arbitration as the method of dispute resolution.
5. If the parties select arbitration, the decision of the arbitrator shall be binding.

ARTICLE EIGHT - LAYOFF PROCEDURE**Section 1 – Layoff****A. Procedure**

1. The appointing power may abolish a position within a class in the competitive service because of lack of work or lack of funds, which, in turn, may require the layoff of one or more employees. When a position within a class is abolished thereby necessitating a layoff, the following procedures shall be followed:
2. An employee shall be ranked by classification grouping in accordance with his/her appointment to the specific classification. Groupings in descending order are:
 - a. Police classification grouping (ranked from highest compensated to least compensated. (Refer to Appendix I of the Personnel System Rules).
 - b. Miscellaneous classification grouping (ranked from highest compensated to least compensated. (Refer to Appendix I of the Personnel System Rules).
3. Position reductions within classification groupings shall be in inverse classification seniority order with the least senior employee appointed to the classification affected first.
 - a. An affected employee shall be allowed to displace a less senior employee within any equal or descending classification within his/her grouping by an exercise of city seniority, providing such displacing employee is fully qualified to perform the essential functions of the displaced employee.
 - b. No training other than familiarization/orientation shall be conducted by the city.
 - c. An employee failing to qualify after displacing a less senior employee by an exercise of city seniority shall be laid off.
4. An employee who, by an exercise of city seniority, displaces a less senior employee shall be compensated at the step in the new classification equal to or closest to his/her present step rate of pay provided that no increase

in base pay results.

3. An employee last holding a position of higher rank shall have first opportunity, by classification seniority to revert to a position classification formerly held whether such employee is temporarily displaced within the classification grouping or separated from the city through voluntary layoff.
4. An employee laid off by the city by the above reduction in force procedure shall be recalled in accordance with city seniority to a position within his/her former classification grouping, which he/she is qualified to perform.
5. Recall shall be by certified mail, return receipt requested.
6. No person outside the competitive service (with the exception of the City Manager) shall be assigned to perform the essential functions of a position from which a regular employee was laid off, for more than sixty (60) days.
7. Whenever possible the city shall lay off employees outside the competitive service before any layoffs of regular employees.

B. Resignation

1. An employee wishing to leave the competitive service in good standing shall file with the supervising official at least two (2) weeks before leaving the service, a written resignation stating the effective date and reasons for leaving.
2. The resignation shall be forwarded to the Human Resources Officer with a statement by the appointing power or Department Head as to the resigned employee's service performance and other pertinent information concerning the cause for resignation.
3. Failure to comply with this rule shall be entered on the service record of the employee and may be cause for denying future employment by the city. The resignation of an employee who fails to give notice shall be reported to the Human Resources Officer by the Department Head immediately. (City of El Monte Municipal Code Section 2.27.130).

ARTICLE NINE– GENERAL PROVISIONS

Section 1 -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 midnight on December 31, 2010.

Section 2 - 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, SEIU, Local 721 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.

Section 3 - 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 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 4 - 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.

Section 5 - Full Agreement and Implementation

A. Full – Waiver of Meet and Confer

1. This MOU contains all of the covenants, stipulations and provisions, agreed upon by the parties.
2. 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.
3. 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.
4. 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 6 - 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 Local 721, its officers, agents, representatives or employees engage in any of the conduct listed above, Local 721 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.

ARTICLE TEN - RATIFICATION

Section 1 - Acknowledgement

The City and the SEIU, Local 721 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 SEIU, Local 721 set forth in this agreement and adopted by the City Council of the City of El Monte.

Section 2 - 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 SEIU, Local 721.

Section 3 - 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 SEIU, Local 721, entered into this 18th day of December 2007.

ARTICLE ELEVEN - IMPLEMENTATION

PARTIES TO THE AGREEMENT	
SEIU, Local 721	City of El Monte, California
Javad Sabokpey, Chief Negotiator SEIU, Local 721	John F. Hoffman Chief Negotiator, HR & ER Consultant
Marie Sepulveda, President SEIU, Local 721	Eric Berry Human Resources Officer
Art Garcia, Community Services	Marcie Medina Deputy City Manager of Administrative Services
Lea Karch, Administrative Services	Steven Schuster Police Captain
Fernando Loza, Community Services	Kriste Saldaña Assistant Finance Director

PARTIES TO THE AGREEMENT	
Teri Russell, Community Development	
Jose "Greg" Villalobos, Community Development	
Jack Willis, Police Department	

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 18TH day of December 2007

SEIU, Local 721	City of El Monte, California
Maria Sepulveda, President SEIU, Local 721	James W. Mussenden, City Manager

APPENDIX A

The following General Employee classifications are recognized by the City to be represented by SEIU, Local 721

CLASSIFICATION
ACCOUNT CLERK
ACCOUNTING TECHNICIAN
ADMINISTRATIVE CLERK
ALARM COORDINATOR
ASST PLANNER
BUILDING INSPECTOR
CARPENTER
CARPENTER'S HELPER
CASHIER CLERK
CEMENT MASON
CLERK STENO
CODE INSPECTOR
CODE INSPECTOR/WEEKENDS
COMMUNITY & SENIOR SERVICES COORD
COMMUNITY COUNSELOR
COMPUTER OPERATOR
CRIME ANALYST
CUSTODIAL WORKER
DEPT SECRETARY
ELECTRICIAN'S HELPER
ENGINEERING ASSOCIATE
EQUIPMENT MECHANIC
EQUIPMENT SERVICE LEADWORKER
EQUIPMENT SERVICE WORKER
HEAVY EQUIP MECH LEADWKR
HEAVY EQUIP MECHANIC
HOUSING ENFORC OFFICER
HOUSING PROGRAM COORD
HOUSING REHAB SPEC I
HOUSING REHAB SPEC II
IDENTIFICATION TECHNICIAN
IDENTIFICATION TECHNICIAN LEAD

CLASSIFICATION
INFO SYSTEMS ADMINISTRATOR
INFO SYSTEMS ANALYST
INFO SYSTEMS SPEC
INFO SYSTEMS SUPERVISOR
INFO TECH PROGRAMMER
JAILER
LEAD JAILER
LEAD CLERK
LEAD RECORDS TECHNICIAN
LEGAL SECRETARY
MAINT SPECIALIST/AQUATICS
NSP MAINTENANCE LEADWORKER
NUTRITION SITE CLERK
PAINTER
PARK MAINTENANCE LEADWORKER
PARK MAINT WORKER
PARKING ENFORCEMENT OFFICER
PARKING TECHNICIAN
PERMIT TECHNICIAN
PLAN CHECKER/BLDG DEPT.
PLUMBER
POLICE DISPATCHER
POLICE TRAINING ASST
POLICE TRAINING CLERK
POLICE TRAINEE ACADEMY
PROPERTY TECHNICIAN
PUBLIC EDUCATION COORDINATOR
PUBLIC INFORMATION CLERK
PUBLIC SERVICE OFFICER
PURCHASING CLERK
PW INSPECTOR/ENV COORD.
PW MAINT LEADWORKER
PW MAINT WORKER
RECORDS TECHNICIAN
RECREATION COORDINATOR
RECREATION COORDINATOR/TRAINING
REDEVELOPMENT CLERK
SEC/CITY COUNCIL W/SHORT

APPENDIX "A"

CLASSIFICATION
SECRETARY TO POLICE CAPT
SECRETARY W/SHORTHAND
SECRETARY/ARCHIVIST
SENIOR PARKING TECHNICIAN
SENIOR SERVICES CLERK
SHIFT SUPERVISOR
SOCIAL WORKER
STOREKEEPER
SUBPOENA CONTROL OFFICER
TRAFFIC SIGNAL TECHNICIAN
TRANSPORTATION COORDINATOR
WASTE MANAGEMENT ANALYST
WATER METER READER/REPAIR D2
WATER SENIOR SHIFT OPERATOR
WATER SHIFT OPERATOR
WATER SYS OPER W/O CERT
WELDER

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