

SEIU Local 721
City of Pico Rivera

Directors Bargaining Unit

Memorandum of Understanding

**July 1, 2015,
through
June 30, 2017**





MEMORANDUM OF UNDERSTANDING

Between

CITY OF PICO RIVERA

And

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 721-DIRECTORS BARGAINING UNIT

July 1, 2015 – June 30, 2017

**ARTICLE 1
PREAMBLE**

This Memorandum of Understanding is made and entered into between the representatives of the City of Pico Rivera, hereinafter referred to as "City" and Service Employees International Union, Local 721, hereinafter referred to as "Union", pursuant to the California Government Code Section 3500, et. Seq.

**ARTICLE 2
CONTRACT TERM**

The City and Union agree that the provisions contained herein shall be subject to all applicable laws and cover the period of *July 1, 2015 to June 30, 2017*.

All negotiated raises and benefit enhancements/improvements shall be retroactive to *July 1, 2015*.

**ARTICLE 3
MANAGEMENT RIGHTS**

The City and Union agree that the City retain and have the exclusive decision-making authority to manage municipal services and the work force performing those services in accord with existing law and provisions of the established Memorandum of Understanding. The Union further agrees that the City has, except as expressly and lawfully restricted by specific provisions of the MOU, the exclusive decision-making authority to:

- Determine and modify the organization of City government and its constituent work units.
- Determine the nature, standards, levels and mode of delivery of services to be offered to the public.
- Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
- Determine whether goods or services shall be made, purchased or contracted for.
- No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting out of work. The parties agree to meet and confer as required by law on matters relating to wages, hours or working conditions. Said provisions will apply except for contracts required by bona fide emergencies.
- Direct employees, including scheduling and assigning work and overtime.
- Establish employee performance standards and require compliance therewith.
- Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of applicable law.

MEMORANDUM OF UNDERSTANDING

2015 - 2017

PAGE 3 of 9

- Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
- Implement rules, regulations and directives consistent with law and the specific provisions of the MOU.
- Take all necessary actions to protect the public and carry out its mission in emergencies.

The City agrees to meet and confer on the establishment of understanding and/or procedures to be enacted in the absence of a duly appointed City Manager. The policy behind the council/manager form of government is based on the principle of separation of powers, which ensures that the council and city manager can perform their duties without unnecessary interferences from one another as particularly identified in Chapter 2.04 of the Pico Rivera Municipal Code.

Should the exercise of these management rights impact employees' wage, hours or working conditions, City agrees to meet and confer with Union pursuant to State law.

ARTICLE IV SEVERANCE

Except where superseded by the terms of a personal employment agreement between an individual employee and the City, regular permanent full-time employees holding the job titles Assistant City Manager, Director and Deputy Director, whose employment is terminated for the convenience of the City or who resign in lieu of termination for the convenience of the City, and who execute a settlement agreement and general release between the employee and City, will be paid severance equal to the sum of the highest rate of pay and any leave accruals.

All bargaining unit employees such as Assistant City Manager, Director and Deputy Director who has completed at least one year of continuous employment and meets the above requirements is entitled to severance pay as follows:

- | | |
|--|---------------|
| ▪ 1 year but less than 4 years of employment | 3 months' pay |
| ▪ 4 years but less than 7 years of employment | 4 months' pay |
| ▪ 7 years but less than 10 years of employment | 5 months' pay |
| ▪ 10 years and over of employment | 6 months' pay |

ARTICLE 4 UNION LEAVE

The City agrees that Union Stewards will be granted twenty-four (24) hours of paid leave annually to attend union sponsored meetings or training during working hours, exclusive of grievances, appeals or bargaining sessions.

ARTICLE 5 SALARIES

City agrees that for Year One of this agreement, retroactive to July 1, 2015, through June 30, 2016, Assistant City Managers, all of the Directors and Deputy Directors, represented by the Union shall receive a 2% wage increase.

For Year Two of this agreement, effective July 1, 2016 through June 30, 2017, Assistant City Managers, all of the Directors and Deputy Directors represented by the Union shall receive a 2% salary increase.

Merit increases will be applicable during the appropriate rating period. Should any recognized bargaining unit receive a higher salary increase in the fiscal year of this contract, the higher salary will also become effective in this memorandum of understanding at the same date.

The City agrees, subject to City Manager approval, that any employee holding the classification of "Director" may be eligible for the salary range identified as Zone C, and any employee holding the classification of "Deputy Director" may be eligible for the salary range identified as Zone D in the chart labeled "Monthly Salary Ranges for Full-Time, Non-Represented Positions," if said positions have been employed by the City for a minimum of five years and whose job performance, increased responsibilities or the possession of professional licenses and/or certifications warrants the Zones C or D salary range.

ARTICLE 6 WORK SCHEDULES

The City operates under an Alternative Work Week Schedule commonly known as the "9/80 Plan". The "9/80 Plan" generally includes a) employees will work nine (9) hours on Monday through Thursdays and eight (8) hours on every other Friday; b) the alternate Fridays will be a day off and City Hall will be closed; c) City Hall hours are 7:30am to 5:30pm Monday through Friday; d) the payroll period start and end times comply with Fair Labor Standards Act requirements; e) vacation, holiday and sick leaves will be given in hourly rather than daily increments; f) the City shall fund eight (8) hours of compensation for each such holiday falling on a Friday, and nine (9) hours for each such holiday falling on Monday through Thursday.

ARTICLE 7 RETIREMENT

California Public Employees' Retirement System (CalPERS)

1. Full-Time Employees hired on or before June 30, 2012:
 - a. Shall receive the CalPERS retirement benefits formula based on 2.5% at age 55.

MEMORANDUM OF UNDERSTANDING

2015 - 2017

PAGE 5 of 9

- b. The final retirement compensation level shall be calculated using the single highest year of CalPERS reportable earnings, per the California Government Code.
 - c. For employer paid member contributions (EPMC), the City shall pay the eight percent (8%) member contribution and the City shall report the EMPC to CalPERS as reportable earnings.
- 2. Full-Time Employees hired after June 30, 2012 and before January 01, 2013:
 - a. Shall receive the CalPERS retirement benefits formula based on 2.0% at age 60.
 - b. The final retirement compensation level shall be calculated using the average of the three (3) highest consecutive year earnings, per the California Government Code.
 - c. For employer paid member contributions (EPMC), the City shall pay three percent (3%) of the member contribution and the City shall not report the EMPC to CalPERS as reportable earnings. The employee shall pay the remaining four percent (4%) of the member contribution.
- 3. Full-Time Employees hired on or after January 01, 2013:
 - a. Shall receive the CalPERS retirement benefits formula based on 2.0% at age 62.
 - b. The final retirement compensation level shall be calculated using the average of the three (3) highest consecutive year earnings, per the California Government Code.
 - c. For employer paid member contributions (EPMC), the City shall pay two and a quarter percent (2.25%) of the member contribution and the City shall not report the EMPC to CalPERS as reportable earnings. The employee shall pay the remaining four percent (4%) of the member contribution.

ARTICLE 9 FLEXIBLE BENEFITS

HEALTH BENEFITS

Employees Hired Before July 01, 2012:

For employees hired on or before June 30, 2012, the City shall pay one hundred percent (100%) of the health insurance premiums for HMO providers and a maximum of eighty five percent (85%) of the premium rate for PERS CARE (PPO).

Employees Hired After June 30, 2012:

For employees hired after June 30, 2012, the City shall pay one hundred percent (100%) of the health insurance premiums for the employee and eligible dependents not to exceed the Kaiser HMO premium rate. Employees may choose a different health care provider offered by the City, however, any cost greater than the Kaiser HMO premium rate shall be paid by the employee, through payroll deductions.

DENTAL BENEFITS

The City shall pay one hundred percent (100%) of the dental insurance premium for the employee and eligible dependents not to exceed the HMO premium rate. Employees may choose a different dental plan offered by the City, however, any cost greater than the HMO premium rate shall be paid by the employee, through payroll deductions.

VISION BENEFITS

The City shall pay one hundred percent (100%) of the vision insurance premium for the employee and eligible dependents.

ARTICLE 10 TYPES OF LEAVE

ADMINISTRATIVE

City agrees that for Year One of this agreement, retroactive to July 1, 2015, through June 30, 2016, Assistant City Managers, all of the Directors and Deputy Directors, represented by the Union shall receive 45 hours of administrative leave on July 01, 2015.

For Year Two of this agreement, effective July 1, 2016 through June 30, 2017, Assistant City Managers, all of the Directors and Deputy Directors represented by the Union shall receive 45 hours of administrative leave on July 01, 2016.

A total of 90 hours of administrative leave may be accumulated. Administrative Leave will be capped at 90 hours.

VACATION

The Director's Unit will begin accruing vacation time upon their initial hire date. Employees in this Unit are eligible to use their paid accrued vacation up to the amount accumulated.

Vacation Cash Out: Each year in December, an employee may opt to cash out any or all vacation hours that exceed one hundred fifty (150) hours. If a cash out is elected, a minimum balance of one hundred fifty (150) hours must remain on the books

Emergency Cash Out: At the request of the eligible employee, emergency vacation leave payouts may be approved throughout the year without the minimum balance requirement. Employees must submit the request in writing to the City Manager describing the emergency.

An emergency is defined as follows:

1. A severe financial hardship;
2. Event was unforeseeable (including but not limited to: illness, accident or casualty);

MEMORANDUM OF UNDERSTANDING

2015 - 2017

PAGE 7 of 9

3. Event was incurred by employee, spouse or dependent; and
4. Employee has no other means to cover costs.

The City Manager's decision is final.

HOLIDAYS

Authorized City paid holidays shall be as follows:

- New Year's Day
- Martin Luther King Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The City shall fund eight (8) hours of compensation for each such holiday falling on a Friday, and nine (9) hours for each such holiday falling on a Monday through Thursday.

ARTICLE 11 GRIEVANCE PROCEDURE

[Pending 2017 negotiation of successor MOU.]

ARTICLE 12 TECHNOLOGY STIPEND

The City will pay a \$100 monthly stipend to each Assistant City Manager, Director, and Deputy Director towards a City related cell phone or other approved communication device to off-set the costs incurred by the individual employee.

Payment of the monthly device/cell phone statement is the responsibility of the device/cell phone owner. The device/cell phone contract will be in the name of the employee who will be solely responsible for all payments to the service provider. The City does not accept any liability claims, charges or disputes between the service provider and the staff member.

Recipients of a technology stipend must notify the City of the device/cell phone number and must continue to maintain the device/cell phone rental or air-time/pay-as-you-go contract while in receipt of the stipend.

**ARTICLE 13
TRANSPORTATION ALLOWANCE**

Unit employees' duties under this Agreement require that they have use of an automobile in the normal course of conducting City's business. The City therefore agrees to pay employees a car allowance in the sum of \$250 per month. Assistant City Manager shall receive \$300. All employees shall be responsible for maintaining and paying for liability insurance as required by law and for all of their automobile's operating, maintenance and repair costs.

**ARTICLE 14
PERSONAL LIABILITY**

City may provide representation by legal counsel of City's choice to any employee required to testify before a Grand Jury, Administrative Hearing or Trial that arise out of the performance of employee's duties.

**ARTICLE 15
UNIT MEMBERSHIP LIST**

The City will provide the Union in writing, within thirty (30) days from the effective date of this Memorandum of Understanding and each thirty (30) days thereafter an alphabetized list of employees subject to this Memorandum of Understanding, of such employee's name, class title, class code and location as applicable.

**ARTICLE 16
NON-DISCRIMINATION**

The City and Union mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of the Association. The City and Union mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, sex (including gender, gender identity, gender expression, and pregnancy), national origin, ancestry, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), union activity or any other legally protected classification.

**ARTICLE 17
USE OF CITY FACILITIES**

The Union shall be permitted to use City facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of a facility will not interfere with department operations. Participating employees will attend said meetings on their own time.


MEMORANDUM OF UNDERSTANDING

2015 - 2017

PAGE 9 of 9

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 27th day of August, 2015.

FOR THE CITY



René Bobadilla
City Manager

FOR THE UNION



Ben Martinez
Director of Community
and Economic Development



Everardo Trujillo
Director of Finance

CITY OF PICO RIVERA
Monthly Salary Ranges for Executive Bargaining Unit
Effective July 1, 2015 - June 30, 2016

	Position	Group	Applicable Zones and Ranges			
			A	B	C	D
1	<i>Assistant City Manager</i>	VII				12,692 - 13,961
2	Deputy Director	VI				9,183 - 10,470
3	Directors	VII	9,179 - 10,556	10,558 - 11,826	11,827 - 13,008	

CITY OF PICO RIVERA
Monthly Salary Ranges for Executive Bargaining Unit
Effective July 1, 2016 - June 30, 2017

	Position	Group	Applicable Zones and Ranges			
			A	B	C	D
1	<i>Assistant City Manager</i>	VII				12,692 - 13,961
2	Deputy Director	VI				9,367 - 10,679
3	Directors	VII	9,179 - 10,556	10,558 - 11,826	11,827 - 13,008	

City of Pico Rivera

Directors Bargaining Unit

July 1, 2015, through June 30, 2017



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Questions? Call the Member Connection (877) 721-4YOU
www.seiu721.org

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