

SEIU Local 721
City of Monterey Park
Memorandum of Understanding

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



Side Letter # 1 to the 2015 - 2017 Memorandum of Understanding between the City of Monterey Park and SEIU, Local 721

This document shall serve as a Side Letter # 1 modifying the 2015-2017 Memorandum of Understanding (MOU) between the City of Monterey Park (City) and the Service Employees' International Union, Local 721 (SEIU). The following Article is amended as follows:

Article 26 "SALARIES - Additional Pay" item B of the MOU, states as follows:

Physical Well-Being Allowance: Effective the first full pay period after July 1, 2015, the City shall pay each unit member \$20.00 per month as a Physical Well-Being Allowance or reimbursement for the unit member's enrollment, membership or participation in gym memberships, recreational activity classes, weight loss programs, etc. The unit member must provide proof of enrollment, membership or participation in such classes or programs by producing receipts or invoices, which shall be approved by the Department Director and Director of Human Resources and Risk Management before reimbursement will be approved.

One member of SEIU will participate in a Wellness Committee to meet and discuss the final details of the Physical Well-Being Allowance program for future years beginning with the 2016/2017 fiscal year. Effective July 1, 2015, a twenty dollar (\$20.00) monthly stipend will be provided each association member. In May 2016, each member must provide receipts to their respective departmental assigned administrative staff and the administrative staff will then forward PDF receipts to Human Resources showing payment for items as described within this side letter in order to qualify for the stipend the next fiscal year.

The parties have met and conferred on this provision of the MOU and have agreed to the following Wellness Program parameters which are hereby incorporated into the MOU:

Purpose of program:

The goal of the Wellness Program is to assist with the improved health and productivity of City employees and lower employees' health-related costs by encouraging healthy lifestyle patterns by providing a reimbursement incentive to encourage employees to increase fitness/wellness activities.

Program Outline:

1. Employee receives \$20 per month
2. By the fourth week of May 2016, employees must turn in receipts in order to qualify for the next fiscal year (starting July 1, 2016) full dollar amount of \$20 per month. If the employee's city contribution started in July 2015, they need to turn in \$240 in receipts. If the program started for an employee on January 1, 2016, they need to turn in \$120 worth of receipts.
3. These receipts must be copied in PDF format and processed thru a departmental administrative staff person to be identified by the department. The departmental administrative staff person shall then forward these to the HR Technician for record keeping.
4. If receipts do not total \$240 or \$120, the monthly dollar amount will be pro-rated for the following year.
5. If no receipts are received by June 1st of each fiscal year, the employee will be removed from the Wellness Program Reimbursement Program for the following fiscal year.

6. The HR Director will have final say on any reimbursement of activities/items outside the identified scope of the herein described program or any appeal. We realize the program will evolve over time but we need to establish some guidelines. These decisions will be final and are not appealable.
7. The first year of the program will be established with liberal definitions for allowed expenses.
8. The second year of the program starts July 1, 2016.
9. To be in compliance with ADA and for any employee not able to participate in a physical activity, the below list includes non-physical qualifying activities/items.

Wellness Program Defined

Gym membership/Fitness Studio/Personal Trainers
Weight loss, nutritional, healthy lifestyle educational classes and video/audio material
Smoking cessation program/Fitness/Health
Physical Therapy/ Massage (non-industrial)/Chiropractor
Acupuncture
Meditation classes
Physical fitness classes/leagues (Tai Chi, Yoga, Zumba, swimming, spinning, soccer, softball, basketball, hockey etc.)
Fitness equipment (bikes, weights, elliptical, yoga mat, etc.)
Recreation leagues/classes/swim programs/etc.
Body system monitoring devices (fitbits)
Race Entry Fees (Marathon)

Does not include:

Apparel products (Shoes, Clothes, Safety Equipment)
Vitamin or supplemental health care products
National park or park entrance fees

In-House Educational Classes:


The City will offer quarterly education sessions/classes with a nutritionist or other health advocates and will provide healthy snacks.

A **Wellness Program Reimbursement Form** as provided by Human Resources & Risk Management will be used to transmit documentation of employee expenses and to obtain department director approval prior to submitting information to Human Resources for processing.

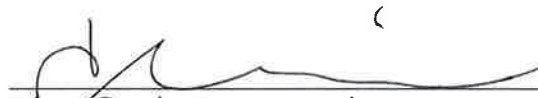
All other terms and conditions contained in the 2015-2017 MOU executed between the City and SEIU not specifically amended by this Side Letter Agreement shall remain unchanged and in full force and effect unless otherwise modified by express written agreement between the parties.

IN WITNESS THEREOF, the parties have caused and duly authorized representatives to execute this Agreement this 6th day of April 2016.

4/6/16
Date


Jesse Hernandez, President
SEIU, Local 721

4/6/2016
Date


Diana Garcia, Representative
SEIU, Local 721

4-6-16
Date


Thomas J. Cody, Director of Human Resources & Risk
Management



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MONTEREY PARK, CALIFORNIA

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 721

July 1, 2015 – June 30, 2017

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 721

July 1, 2015 – June 30, 2017

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MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 721

July 1, 2015 – June 30, 2017

PREAMBLE

This Memorandum has been prepared in accordance with the California Government Code (Section 3500 *et seq.*). The City of Monterey Park, California, hereinafter referred to as the "City", and the Service Employees International Union, Local 721, hereinafter referred to as the "Union," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

ARTICLE 1 - SCOPE OF MEMORANDUM OF UNDERSTANDING

It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours of employment, and other conditions of employment.

ARTICLE 2 - RECOGNITION

- A. The City hereby acknowledges the Service Employees' International Union, Local 721, as the representative for General Government employees of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.
- B. This Memorandum shall cover all General Government employees as outlined in Attachment A.
- C. The City exclusively recognizes the Union as the Recognized Employee Organization for the term of the contract.

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS

- A. To ensure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this Memorandum but shall be within the exclusive discretion of the City: to select and determine the number and types of employees required; to assign work to employees in accordance with the requirements determined by the City; to establish and change work schedules and assignments; to hire,

transfer, and to promote or to lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline, or discharge for just cause; to expand or diminish services; to subcontract for any work or operations; to determine and change methods of operations; to determine and change at its sole discretion the number of locations, relocations and types of operations and the processes and materials to be employed; to make, publish and enforce rules and regulations.

- B. Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees of the bargaining unit, the City agrees to meet and confer with representatives of the Union, upon request by the Union, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding, Personnel Rules and Regulations or Salary Resolutions.

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

- A. During the life of this Memorandum, all employees, as described above in Article 2, Section B, shall have the right to join the Union, or to refuse or refrain from joining said organization.
- B. Members of the Union may, by any reasonable method, select four (4) employee members to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during the regular duty or work hours, without loss of time, provided:
 - 1. That no employee representative shall leave duty or workstation or assignment without specific approval by an authorized departmental management official.
 - 2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with, or interruption of, assigned work schedules or work performance.
- C. Representatives of the Union, after permission by the Department Director or his/her delegated representatives (if, however, said parties are not available, then permission must be obtained from the City Manager or his delegated representative) may enter City properties for the sole purpose of transacting business of the Union; provided, however, that such business does not interfere with the work or training of the employees or City operations.
- D. Such individuals, after being excused from their regular assigned duties by the Department Director or her/his delegated representatives, will be permitted to take reasonable time to discuss terms and conditions of employment.

- E. Said employee or employees, if on duty, shall be paid for such reasonable time by the City at the employee's regular rate of pay. However, no overtime will be paid by the City for time spent as set forth above.
- F. A written list of the officers of the Union and the Union Stewards shall be furnished to the City immediately after their designation and the Union shall notify the City promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5 - AGENCY FEES

- A. Any member of the unit who is a member of the Union, or who has applied for membership, may sign and deliver to the City an authorization for deduction of membership dues for the Union. Such authorization shall, unless sooner revoked, continue in effect for the duration of this Agreement.
- B. Any unit member who is not a member of the Union or who does not make application for membership within thirty (30) days of the implementation date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the unit following the implementation date of this Agreement, shall either become a member of the Union or pay to the Union a representation fee.

The amount of the representation fee shall be determined by the Union subject to applicable law. In no event may the amount exceed the normal periodic membership dues applicable to Union members.

The representation fee is payable to the Union in one lump sum cash payment or through payroll deduction for such fee in the same manner as provided in Paragraph A.

- C. The Union represents that the collection, administration and use of representation fee funds shall be in conformance with the law. The Union shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the Union's determinations of amounts chargeable to the objecting nonmembers, and appropriate escrow provisions to hold contested amounts while the challenges are underway.

Each nonmember who is required to pay an agency fee shall annually receive written notification from the Union of the amount of the deduction and the procedure, which he/she must follow to receive a rebate for non-representation activities during the year, and the procedure for appealing all or any part of the agency fee.

- D. With respect to all sums deducted by the City, whether for membership dues or agency fee, the City agrees to remit such monies within thirty (30) calendar days of the close of the pay period to the Union accompanied by a list indicating any changes in personnel from what had been provided in a list at the beginning of the year.

- E. Any unit member, who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join or financially support the Union. Such unit member shall pay, in lieu of a service fee, a sum equal to the agency fee (proportionate share of the Union's cost of legally authorized representational services), to a non-religious, non-labor, charitable organization exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code agreed to in writing by the unit member and the Union. Such payment shall be made on or before December 1 of each fiscal year or the unit member shall authorize payroll deduction in the same manner as provided in Paragraph A of this Section.

Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to this Section, shall be made on an annual basis to the Union and the City as a condition of continued exemption from the agency fee provisions. Proof of payment shall be in the form of receipts, authorized payroll deductions, or canceled checks, indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or about December 1 of each fiscal year.

- F. The Union agrees to furnish any information needed by the City to fulfill the provisions of this Section.
- G. The Union agrees to fully indemnify, defend and hold harmless, the City, and its officers, employees and agents, against any claim, action, liability, judgments or settlements regarding the legality of the provisions or impacts of this Section or any action taken by or on behalf of the City in implementing this Section. The Union shall have the right to determine whether any such action or proceeding referred to above, shall or shall not be compromised, resisted, tried or appealed, provided however, that the City may retain its own attorney and shall have the right to be consulted before any of the foregoing decisions are made.
- H. Committee On Political Empowerment (COPE)

Union members may voluntarily authorize in writing a political action committee deduction from their salary. Employees wishing to participate shall provide written authorization on a form furnished by the Union indicating the amount to be deducted. The parties agree that the employee may revoke any such deduction at any time. The parties further agree that neither the Union nor the City will bestow any special benefit or cause any detriment as a result of an employee's voluntary choice to make, decline to make, or revoke a contribution.

ARTICLE 6 - COMMUNICATIONS

Space shall be provided on City bulletin boards for the posting of the following notices of immediate concern to the Union members including, but not limited to, the following:

- A. Notices of Union meetings.
- B. Notices of Union elections and their results.
- C. Notices of recreational and social events.
- D. Notices of official Union business.
- E. Any written material, which has received prior approval of the Director of Human Resources /Risk Management or Department Director.

ARTICLE 7 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

- A. The Union hereby agrees that during the term of this Memorandum, the employees of the City, as set forth in Article 2, Section B, the officers and /or agents of the Union, shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignations, mass absenteeism, picketing, or any other intentional interference of work of the City.
- B. In the event any employee, or employees, participates in any such activities as set forth above, the Union shall notify such employee, or employees so engaged, to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.
- C. The employee, or employees, participating in such activities as set forth in Section A above shall be subject to disciplinary action by the City, including suspension or discharge, in accordance with the City's Personnel Rules and Regulations.
- D. However, informational pickets, following an impasse in the meet and confer process, are excluded from this Article and are therefore allowed as long as the picketing is not violent, does not block ingress or egress, and/or does not interfere with the public health, safety or order.

ARTICLE 8 - GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE

The presentation and hearing of all employee appeals of discipline and grievances shall be governed by the following:

- A. Definitions
 - 1. Disciplinary Appeal – A Disciplinary Appeal shall be defined as a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. Imposition and appeals of disciplinary action shall be conducted in accordance with the provisions of Personnel Rule XV, Disciplinary Proceedings, Sections 1-5. The provision of Personnel Rule XV is attached hereto as Attachment B.

Although a "written reprimand" is not "discipline" as defined by Rule XV of the Personnel Rules and therefore not subject to appeal, the Department Director will meet with an employee prior to the issuance of a written reprimand to allow the employee an opportunity to present any information which they believe pertinent and which shall be considered before the Department Director makes or authorizes any formal action to be taken. The meeting with the Department Director shall not be a formal evidentiary hearing but an informal discussion to review the circumstances prior to a decision to take any formal action. The employee may request the presence of his/her union representative. The Department Director and/or the employee may request that the Director of Human Resources participate in any scheduled meeting.

2. **Grievance:** A grievance, defined as an alleged violation of a specific provision of this Memorandum of Understanding, the City Personnel Rules and Regulations or of the Rules and Regulations validly propagated by any department within the City, shall be processed in accordance with provisions of Section 6, Grievances, of Personnel Rule XV. The grievance procedure shall not be utilized by an employee to contest the content of a performance evaluation, verbal or written reprimands or other documentation regarding the employee's work performance which is not defined as "disciplinary action" by Rule XV of the City Personnel Rules and Regulations.

Disputes regarding jurisdiction (grievability of an issue) shall not be subject to resolution by the grievance procedure and instead, are subject to resolution by the courts.

B. Procedure

When a Unit employee feels that he/she has been unfairly treated or does not agree with his/her supervisor on matters that fall within the definition of a grievance, he/she may initiate formal action to secure review of the grievance by top management. Such action should be used, however, only when informal appeal through discussion with the immediate supervisor has been unsuccessful in resolving the issue. It is the spirit and intent of this procedure that all grievances be settled quickly and fairly, without any subsequent discrimination against employees who may seek to adjust a grievance, real or imagined.

Informal Process

- Step 1. The first step of the grievance procedure shall be an informal meeting with the grievant's immediate supervisor in an effort to resolve the grievance. The employee who is initiating the grievance shall notify his/her immediate supervisor within fifteen (15) calendar days of becoming aware or in the exercise of reasonable diligence should have become aware, of a grievable situation. The informal grievance meeting shall be scheduled at a mutually agreeable time within ten (10) calendar days of the employee's

request for an informal grievance meeting. The supervisor shall respond to the issues raised in the informal meeting within five (5) calendar days. Time limits between the steps of the grievance procedure may be extended by mutual agreement of the parties.

The grievant may be represented by a representative of his or her choice at all levels of the grievance procedure, including the informal level.

Any city employee who is called as a witness at any level of the grievance process or disciplinary appeal will be granted paid release time if they are called during their regular duty hours.

Formal Process

Step 2. All grievances shall be filed in writing with the immediate supervisor of the person aggrieved and with the Human Resources Director, or her/his designee, within five (5) calendar days after the employee receives a response from the informal discussion with the supervisor described in Step 1 above.

Written notice of disposition of the grievance shall be provided to the grievant and next higher administrative authority by the supervisor with whom the grievance is originally filed. Such notice shall be filed within fifteen (15) calendar days of the original filing of the formal grievance as set forth in Step 1 above.

Step 3. If the employee does not obtain satisfactory redress from the immediate supervisor, the grievance may be appealed in writing through the normal administrative organization. That is, first to the Division Manager; second, the Department Director and third, the City Manager. In each case, the grievance must be submitted within seven (7) calendar days to the subsequent hearing level and a written notice of disposition must be forwarded to the grievant within fifteen (15) calendar days of receipt at any hearing level.

The City Manager shall be the final authority in all cases except those in which a violation of the Personnel Ordinance or Rules is alleged. The City Manager shall forward notice of disposition of such grievances to the grievant within fifteen (15) calendar days of receipt.

Step 4. In the case of those grievances in which a violation of the Personnel Ordinance or Rules is alleged, an employee may appeal to the Personnel Board after the procedures set forth above have been exhausted.

Such appeals will be filed in writing with the Director of Human Resources/Risk Management who will cause them to be brought to the attention of the Board. The Board will review such appeals and determine whether an investigation and/or hearing should be held. This preliminary consideration of an appeal will not constitute a hearing by the Board. Within ten (10) calendar days after concluding a hearing, pursuant to this Section, the Personnel Board shall certify its findings and decision in writing to the City Council,

to the City Manager, and to any other official from whose action the appeal is taken, and to the affected employee.

Recommendations by the Board for redress of grievances will be addressed to the City Manager and shall be advisory in nature.

ARTICLE 9 - OVERTIME

Except as modified herein, overtime shall be governed by Personnel Rule V. Compensation, Sec. 3 Overtime, Sec. A - General Government Employees which is outlined as follows:

- A. Work Week Defined - Work performed in excess of forty (40) hours during the regularly scheduled workweek shall be classified as overtime. A workweek is a regular recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive 24-hour periods.
1. The workweek for employees working a regular 5/40, Monday through Friday, schedule begins on Saturday at 0001 hours and terminates at the end of the following Friday at midnight. Work performed during the workweek includes vacation, sick leave, holiday, and compensatory time off, provided that they do not fall within a workday when work is actually performed. A workday is a regular recurring period of eight (8) hours within a 24-hour period.
 2. The workweek for employees working a "9/80" work schedule shall be defined in such a manner as to comply with FLSA work period requirements. The "9/80" schedule provides eighty (80) scheduled hours in a 14-day (two week) cycle where (1) one week the employee works four 9-hour workdays and one 8-hour workday, and (2) the subsequent week consists of four 9-hour work-days with one day off. The "workweek" for FLSA overtime purposes shall be established as four hours into the shift of the eight-hour day and in such a manner that no consecutive seven-day (168 hour) period shall exceed 40 hours. Management shall maintain the right to schedule employees' workdays, start and end times, and establish FLSA "work weeks."
 3. The workweek for employees working a "4/40" (commonly referred to as 4/10) work schedule shall be defined in such a manner as to comply with FLSA work period requirements. The "4/40" schedule provides forty (40) scheduled hours in a 7-day period. The "workweek" for FLSA overtime purposes shall be established in such a manner that no consecutive seven-day (168 hour) period shall exceed 40 hours. Management shall maintain the right to schedule employees' workdays, start and end times, and establish FLSA "work weeks."
- B. Overtime/Compensatory Time - Overtime worked shall be compensated by either compensatory time off, as requested by the employee in an amount not to exceed the accrual limitations stated herein, or by cash payment of one and one-half (1½) times the employee's regular hourly rate.

- C. Emergency Call Back - Emergency Call Back is defined as unforeseen work performed by an employee at a time other than the employee's regular working hours and which commences after conclusion of the regularly scheduled work shift, and which deals with a situation calling for immediate action, in response to a call for such work by a Department Director or any other person so authorized by the City Manager. An employee who is subject to an emergency call back shall be guaranteed two (2) hours minimum compensation under only one of the two following provisions.
1. Employees performing emergency work on a non-holiday shall be paid double time at the employee's regular rate for the first hour of work ("work" commences upon arrival at the designated work site), and time and one-half for all time worked in excess of one hour at the employee's regular hourly rate. Subject to the employee requesting emergency call back compensation in the form of compensatory time off, the employee may receive two (2) hours compensatory time off for the first hour worked and time and one-half hours off for work in excess of one hour.
 2. Employees who are required to work on a holiday as a result of emergency call back, and who are not scheduled to work that holiday shall be paid double time at the employee's regular rate for the first two (2) hours of work ("work" commences upon arrival at the designated work site), and time and one-half for all time worked in excess of two hours at the employee's regular hourly rate. Subject to the employee requesting emergency call back compensation in the form of compensatory time off, the employee may receive four (4) hours compensatory time off for the first two hours worked and time and one-half hours off for work in excess of two hours. In addition, the employee will accrue holiday time at the regular hourly rate for each hour worked, up to a maximum of nine (9) hours. This does not apply to employees who are scheduled to work a holiday.
- D. Compensatory Time Accruals - Compensatory time may be accumulated by an individual employee subject to the approval of the Department Director. However, accumulated compensatory time off in excess of forty (40) hours will be paid off in cash on a straight-time rate on the first payroll date following December 1st of each year.
- E. Overtime Distribution - It shall be the policy of the departments to which unit members are assigned to distribute overtime opportunities in a fair and equitable manner which allows for as broad a number of eligible employees as possible to receive the overtime opportunity. However, the supervisor authorizing overtime shall make the final assignment determination based upon the needs of the City, the availability of employees to work the overtime, and the ability of an employee to most efficiently meet those needs.
- F. First Responder Standby - Qualified employees of the Public Works Department or Parks Division of the Recreation & Parks Department may be assigned, at the discretion of the City, as First Responder Standby for after-hours emergency response. In addition to any additional reporting procedures established by the City, the following provisions shall apply to any individual assigned to First Responder Standby status:

1. First Responder Standby duty shall be assigned to no more than three individuals (one of which shall be fully qualified to respond to water distribution incidents and one to water production incidents) for a period of seven (7) calendar days. The First Responder Standby schedule shall be determined at the sole discretion of the City.
2. An individual so assigned shall be compensated at the rate of \$25.00 per weekday (0001 hrs. Monday through 2400 hrs. Thursday) and \$45.00 per weekend day (0001 hrs. Friday through 2400 Sunday).
3. Should an employee be assigned First Responder Standby status on a City designated holiday (defined as the actual date of holiday), compensation shall be at the rate of \$50.00.
4. While on First Responder Standby status, the assigned employee shall: carry a City provided pager, cell phone and lap-top computer (if applicable); respond via telephone within five (5) minutes to any page; and report fit-for-duty to the incident site within 25 minutes (no later than 45 minutes) following receipt of call-out information (or, if applicable, correct problem via computer). Failure to abide by the provisions of this Subsection 4 will result in forfeiture of stand-by compensation for that 24-hour period and may result in removal from standby assignment and/or disciplinary action.
5. To be eligible for First Responder Standby assignment an individual must: be certified by the Public Works Maintenance Manager, Water Utility Manager and Parks Superintendent as:
 - a. Having adequate knowledge of: traffic control protocols; sewer, water and irrigation systems; and operation of designated equipment to effectively perform as a First Responder to after-hours emergency situations; and,
 - b. Residing in a geographic location that allows for a response time as designated in Sub-Section 4. above.
6. The parties mutually agree that this program shall be formally evaluated annually. Said evaluation will include evaluation of the effectiveness of the program and such measurements as: a review of number of call-outs, response time, type of calls, ability of first responder to clear call without additional support, time to clear call, number of calls for additional support, response time for support personnel and any other measurements determined appropriate by the City.
7. The Union specifically acknowledges that the City maintains the sole and exclusive right to assign personnel to First Responder Standby and to determine the need for such assignment. Nothing contained in this Article 9, Section F shall create a duty upon the City to assign individuals to First Responder Standby nor

shall any individual have a right to be so assigned. The City agrees to meet and consult with the Union prior to any modification or termination of the First Responder Standby program.

ARTICLE 10 - VACATION

Probationary employees shall be authorized to utilize accrued vacation time prior to conclusion of the probationary test period.

Effective upon Council approval of this MOU, the maximum vacation accrual shall be 400 hours.

It is the intent and purpose of this vacation policy that all unit members avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of any given department may periodically impact the ability of a unit member to utilize any or all of his/her annual vacation accrual.

Therefore, it is the policy of the City that no unit member may accrue greater than 400 vacation hours. Only in exceptional circumstances shall an employee be allowed to exceed the maximum vacation accrual. Any approval to accrue in excess of the accrual cap requires a written request from the Department Director to the City Manager stating that the employee will not be authorized to utilize vacation prior to reaching the accrual cap because of Department staffing requirements.

In the event one or more municipal holidays fall within an annual vacation leave, said holidays shall not be charged as vacation leave.

The times during the calendar year at which an employee may take his/her vacation shall be determined by the Department Director with due regard for the wishes of the employee, the employee's accumulated vacation credits, and with particular regard for the needs of the service.

Basic Plan - Upon appointment, vacation leave with pay shall be granted each regular employee at the rate of 80 hours each year (initial accrual commences the first of the month following the month of appointment).

Additional Vacation - Additional vacation leave with pay shall be granted each regular employee at the rate of 8 hours each year, beginning with the commencement of the employee's sixth (6th) anniversary.

Maximum vacation per year (basic plan plus additional vacation days) is 200 hours.

ARTICLE 11 - HOLIDAYS

Except as modified herein, holidays shall be governed by Personnel Rule XI, Attendance and Leaves, Sec. 7, Holidays of the Personnel Rules and Regulations of the City of Monterey Park which is outlined as follows:

Municipal offices and the Library with exception of the Delta Plant and the Police and Fire Department facilities, shall be closed on the following legal and local holidays. All designated holidays are nine (9) hours in duration and employees will receive nine hours credit in the employee's holiday bank, or if a holiday lands on a Saturday or Sunday, the employee's holiday bank shall be credited eight (8) hours as described in the following paragraph.

Effective April 1, 2014, members shall be afforded thirteen (13) holidays. One floating holiday will be eliminated in exchange for the City implementing holidays capped at nine hours credit. Any employees working a shift in excess of nine hours will use their vacation or holiday leave balance to account for their full shift for a holiday.

New Year's Day	Labor Day	Day after Thanksgiving
Washington's Birthday Third Monday in February	Veteran's Day	Christmas Eve Day
Martin Luther King, Jr. Third Monday in January	Independence Day	Christmas Day
Memorial Day Last Monday in May	Thanksgiving Day	New Year's Eve Day

Effective October 1, 2012 Employees shall receive one floating holiday.—Holiday hours shall be accrued during the pay period in which the holiday occurs. Effective July 11, 1998, employees in the classifications of Communications Supervisor, Communications Dispatcher, Police Records Supervisor, Police Clerk, and Jailer are not eligible for floating holidays.

Holiday hours may be accumulated to a maximum accumulation of eighty (80) hours. If the Holiday Bank should equal eighty (80) hours, then no holiday hours or cash equivalency shall be earned by said employee until the balance in their Bank is less than eighty (80) hours.

Consistent with the previous MOU's, holiday usage may be deducted from either of the employee's two holiday banks that may exist.

Only in exceptional circumstances shall an employee be allowed to exceed the maximum holiday accrual. In no case shall an employee's request to accrue holiday in excess of the accrual cap be granted if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 12 of this MOU. Any approval to accrue in excess of the accrual cap requires a written request from the Department Director to the City Manager stating that the employee will not be authorized to utilize holiday accrual prior to reaching the accrual cap because of Department staffing requirements.

Only those employees who hold probationary or regular appointments shall receive compensation for legal holidays. However, employees holding probationary or regular appointments must be in a paid status on both the work day prior to, and the work day following the holiday, in order to receive compensation for the holiday. An employee on vacation, sick, comp or other paid leave of absence is considered to be in a paid status and therefore, would receive compensation for the holiday.

Employees who are regularly scheduled to work on a holiday or who are assigned to work on a holiday because of a foreseeable City need for their services, shall receive time and one-half payment for the holiday worked and accrue nine (9) hours holiday time, or if a holiday lands on a Saturday or Sunday, the employee's holiday bank shall be credited eight (8) hours (i.e., Special Event requirements, parades, etc.). Refer to Article 9, Section C above for employees who are required to work Emergency Call Back.

Should a holiday fall on an employee's regularly scheduled day off, that employee shall receive nine (9) hours holiday time, or if a holiday lands on a Saturday or Sunday, the employee's holiday bank shall be credited eight (8) hours subject to the maximum accrual provisions of this Article.

ARTICLE 12 - CASH OUT OF ACCRUED LEAVE

Effective July 1, 2015, represented members may elect to annually, during any fiscal year, cash out up to a total of eighty (80) hours accrued but unused vacation, and/or holiday time. Any cash-out of vacation accrual shall not cause the individual's accrual account to fall below a forty (40) hour minimum balance. Cash-out of accrued time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

ARTICLE 13 - SICK LEAVE

Sick Leave shall be governed by Personnel Rule XI. Attendance and Leaves, Sec. 2, Sick Leave, which is outlined as follows:

Sick leave shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed only in the case of necessity and actual sickness or disability incurred on or off the job.

Sick leave shall be accumulated at the rate of eighty-eight (88) hours per year; 7.33 hours for each full month of service. There shall be no limitation on the number of sick leave days which an employee may accumulate during his tenure of employment.

In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, prior to the time set for the beginning of his/her daily duties or as specified by the head of his/her department. A supervisor may require an employee to submit a health care provider's statement of illness or other satisfactory verification of illness after three days absence for illness. Following three days of absence a supervisor may require of the

employee that they submit a health care provider's certificate indicating that they are capable of returning to duty.

The City Manager may, at any time in order to receive further information with respect to the competency of the employee to perform his/her job duties, request such employee to submit to a medical examination, either physical or mental, at the expense of the City.

Refusal of an employee to submit to such medical examination will constitute insubordination and grounds for disciplinary action.

Sick Leave Reimbursement Plan

The City shall continue the plan for reimbursement of the unused balance of accrued sick leave as follows:

- A. Upon service retirement or the disability retirement of an employee, the City will pay to the employee the individual employee's accumulated sick leave accrual as of October 1, 2011 according to the following schedule:

0 – 5 years service	No Cash-Out
6 – 10 years service	50% cash-out
11 – 15 years service	75% cash-out
16 – 19 years service	90% cash-out
19+ years service	100% cash-out

On October 1, 2011, any existing sick leave balance in any employee's account shall be placed in a separate leave bank. The hours in the bank shall be subject to the reimbursement provisions described above. For purposes of clarification, the above provisions will be referenced as Sick Leave Bank A.

Commencing on October 1, 2011, sick leave earned by bargaining unit members shall be capped at a maximum of 800 hours and Sick Leave Bank B will be created. Employees, who retire from the city with more than 10 total years of city service, beginning from the date of implementation of Sick Leave Bank B, shall be eligible to cash out sick leave from Sick Leave Bank B at the rate of 10 hours for each one full year (12 months) of city service. City service, for the purposes of determining hours eligible for cash out, shall be calculated beginning October 1, 2011.

- B. In addition, the City contracts with CalPERS for the Credit for Unused Sick Leave option (Government Code Section 20965). Any amount of sick leave accrual not taken as cash payment will be reported to CalPERS for calculation as additional service credit.
- C. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary the employee's accumulated sick leave accrual in an amount consistent with the schedule in paragraph A and B above.

Sick Leave Cash-Out Provision - Annual cash out of sick leave shall be discontinued effective October 1, 2011.

Catastrophic Leave Bank - Effective July 1, 2005, all regular employees covered by this Agreement will be enrolled in the Catastrophic Leave Bank as described in Administrative Policy 30-10. The City will annually contribute eight hours sick leave on behalf of each eligible employee. Probationary employees are not eligible for participation in the Catastrophic Leave Bank program but will be enrolled upon completion of probation.

ARTICLE 14 - BEREAVEMENT LEAVE

Each employee covered by this agreement may be granted bereavement leave at the discretion of the employee's Department Director whenever death occurs to a member of the employee's immediate family.

Bereavement leave may not exceed three (3) working days per calendar year, however, if travel outside the State of California, or within the State of California, but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five (5) working days per calendar year. Bereavement leave will be charged to a separate, paid leave account.

Immediate family for the purpose of bereavement leave shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother, brother-in-law, sister, or sister-in-law of the employee.

ARTICLE 15 - EMERGENCY AND FAMILY SICK LEAVE

- A. An employee with regular status may be granted emergency sick leave or family sick leave whenever serious or other illness occurs to a member of the employee's immediate family.
- B. Emergency and family sick leave will be charged to sick leave rather than vacation.
- C. Immediate family, for the purpose of emergency or family sick leave, shall include: spouse, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother or sister of the employee.
- D. Serious illness, for the purpose of emergency sick leave, shall be defined as an emergency situation, in that the family member -- injured or ill -- requires hospitalization and/or immediate medical attention and treatment by a physician. The employee is expected to make suitable arrangements for the care of the injured or ill family member as soon as practicable following the actual emergency.

- E. Family illness shall be defined as a situation that requires an employee to take care of a family member who is ill or has a scheduled appointment with a health care professional.
- F. Should the need for family leave under the terms of this Article exceed six (6) working days per occurrence, the employee shall make application for leave under authority of the Family and Medical Leave Act (FMLA) and any continued approval for leave shall be governed by provisions contained therein.
- G. Except in an emergency situation, the employee shall notify her/his immediate supervisor prior to, or within two (2) hours after, the time set for the beginning of his/her daily duties in order to receive compensation while absent on family or emergency sick leave. In an emergency, the employee shall report to the supervisor as soon as the emergency situation reasonably allows.

ARTICLE 16 - MILITARY LEAVE

Military Leave of Absence shall be granted in accordance with provisions of the City of Monterey Park's Personnel System Rules and Regulations, Administrative Policy 30-14 and as defined in Section 395 et. seq. of the Military and Veteran's Code of the State of California.

An employee who is granted either a temporary military leave or other military leave while serving a probationary period must complete the remainder of the probationary period upon his/her reinstatement. The leave period will not reduce the length of the probationary period or offset any portion of the probationary period.

ARTICLE 17 - JURY DUTY

Except as modified herein, Jury Duty shall be governed by Personnel Rule XI, Attendance and Leaves, Sec. 1a, Jury Leave of the Personnel Rules and Regulations of the City of Monterey Park.

An employee of the City who is required to participate as a juror, required to participate in the jury selection process, or required to appear in court as a witness except as the litigant in the case, shall be paid up to and including ten (10) days of salary and benefits during each fiscal year while engaged in such activities. Compensation shall extend beyond ten (10) days only upon provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, was to have been ten (10) days or less in duration.

Under such circumstances, the employee shall receive his/her regular salary while on such leave, provided that the employee remits to the City any payments or fees received as a juror or witness. The employee shall be allowed leave with pay during the period of such service. Where the employee is receiving his/her salary, any court or State jury fees, exclusive of mileage reimbursement, shall be remitted to the City by the employee.

The employee shall advise the Department Director or designee upon receiving a court order to appear for the initial examination as a prospective juror or subsequently to serve as a juror. The granting of such leave with pay shall be subject to the approval of the Department Director.

Jury duty service leave shall be governed pursuant to the guidelines contained in the attached Attachment C, Jury Duty Service Guidelines.

ARTICLE 18 - LEAVE OF ABSENCE WITHOUT PAY

Except as modified herein, Leave of Absence shall be governed by Personnel Rule XI, Attendance and Leaves, Sec. 4, Leave of Absence of the Personnel Rules and Regulations of the City of Monterey Park, which is outlined as follows:

Subject to concurrence from the Director of Human Resources/Risk Management, the Department Director may grant an employee leave of absence without pay for a period not to exceed ten (10) working days. The City Manager may grant a regular employee leave of absence without pay for a period not to exceed ninety (90) calendar days. However, no such leave shall be granted unless the employee's Department Director recommends and the City Manager has approved said leave prior to its commencement date. Upon a showing of good and reasonable cause, the City Manager has authority to retroactively define an unauthorized non-paid leave of absence as being approved and sanctioned.

No such leave shall be effective except upon written request of the employee following exhaustion by the employee of all accrued paid leaves of absence (except sick leave - see below), including but not limited to vacation, holiday and compensatory time off. If the non-paid leave of absence is solely attributable to a medical condition which would allow the employee to utilize accumulated sick leave, then said sick leave shall be exhausted prior to the granting of any leave without pay status. However, those employees taking a non-paid leave of absence pursuant to the FMLA/CFRA are not required to use accrued compensatory time earned in lieu of overtime. Additionally, any such employee on a non-paid leave of absence pursuant to FMLA/CFRA, shall be required to use sick leave concurrently with said leave only if the leave is for employee's own serious health condition.

Except as otherwise provided for under the City's FMLA/CFRA policy, the City Council may authorize a regular employee to utilize leave of absence without pay for a period not to exceed the accumulated total of one hundred and eighty (180) calendar days during the entire term of the employee's service on behalf of the City. For example, if during an employee's length of service with the City, said employee has been granted an accumulated total of one hundred and eighty (180) calendar days of leave without pay, then said employee shall not be eligible for any additional leave without pay status for any duration of time.

The granting of a leave of absence without pay consistent with this policy shall be documented in writing by the City Manager and a copy of said documentation shall be filed with the Director of Human Resources/Risk Management.

In any instance where an employee is utilizing an approved leave of absence without pay for a period of time greater than fifty percent (50%) of a pay period, said employee shall accrue no leave benefits or seniority for the duration of time while in said status.

All requests for approval of leave without pay shall be initiated by the subject employee making said request in writing.

Maintenance of Insurance Benefits While on Non-Paid Leave of Absence - It shall be the policy of the City that when an employee maintains employment status but is in a non-paid leave of absence for a period greater than 30 days, then the City shall make no premium or other contributions necessary to maintain in force and effect, any or all insurance coverage for which an employee would be otherwise eligible. If such an employee desires to maintain any or all insurance benefits otherwise available to an employee during a non-paid leave of absence, then said employee shall be required to deposit any and all insurance premium payments with the Director of Management Services on the date that the City is otherwise required to remit insurance premium payments to the carrier. Each employee shall be advised in writing of this City policy at the commencement of the leave of absence without pay. There shall be no additional notices of said obligation provided to the employee.

ARTICLE 19 - INDUSTRIAL INJURY AND ILLNESS LEAVE

All full time employees shall be allowed for each injury or illness, normal salary for the first day of absence to, and including, the last day of absence for a period not to exceed 120 calendar days that occur within a 36 month period. Employees on IOD (Temporarily Totally Disabled (TTD) status in excess of two weeks will be considered to be on a regular Monday through Friday 40-hour work schedule. Upon return to work, the employee will be returned to her/his regular schedule, subject to the provisions of Article 35.

If the employee is still receiving temporary disability payments after entitlement to industrial injury or illness leave is exhausted, the employee shall be placed on regular sick leave, vacation leave, or accumulative compensatory time off. While TTD, the employee shall be entitled to use only so much of such other leave benefits (i.e. sick, vacation, comp., etc.), which when added to temporary disability payments, provide for a normal full day's wage or salary.

However, regardless of an employee being in receipt of benefits pursuant to Labor Code Section 4650 et. seq., the City shall be authorized to make application for said employee's disability retirement in those instances where the employee is either permanent, stationary and incapacitated for the performance of his or her duties, or in the alternative, where there is not a reasonable medical certainty that the employee, although not permanent and stationary, will recover to the extent necessary to perform the essential duties of his/her position regardless of whether or not any form of paid leave remains in the employee's various paid leave accounts.

During the time frame that an employee is on full paid leave, the employee shall continue to accrue all fringe benefits with the exception of holidays.

The granting of Industrial Injury and Illness Leave may be withheld until the City has accepted the injury or illness as being an industrial accident or a compensable injury.

ARTICLE 20 – HEALTH INSURANCE

A. Medical Insurance:

1. Effective November 1, 2012, the City agrees to increase the medical monthly premium contribution from \$775 to \$825 and effective July 1, 2013 the City agrees to increase the monthly premium contribution from \$825 to \$875 for each eligible employee, spouse and all eligible dependents. Should the amount of the premium for the minimum available employee only premium for an offered HMO plan exceed the City Contribution, then the City agrees to pay the full amount of the eligible employee's monthly premium (employee only coverage). The employee shall pay the amount of the total insurance premium that exceeds the medical insurance contribution of the City.

2015-2016: Beginning the first eligible month after this MOU is approved by City Council; the City shall contribute an additional \$75.00 per month for the medical monthly premium contribution, i.e. from \$875 to \$950 per month.

2016-2017: Beginning July 1, 2016, the City shall contribute an additional \$50.00 per month for the medical monthly premium contribution, i.e. from \$950 to \$1000 per month.

Effective January 1, 2016, employees will receive insurance coverage through CalPERS under the California Public Employees Medical and Hospital Care Act (PEMCHA). The City's contribution toward medical insurance under PEMCHA will be the minimum employer contributions (MEC) required by PEMCHA (in 2016 the MEC is \$125/mo.). In addition to the MEC amount, the City will also ensure employees are allowed to use the monetary difference between the City contribution amounts set forth above and the MEC amount towards their health insurance premiums.

2. For bargaining unit members hired prior to January 1, 2016, the City agrees to pay \$340.00 toward the monthly premium of each eligible retired employee who has retired under the Public Employees' Retirement System or the Massachusetts Mutual Retirement Plan. The City also agrees to pay the full cost up to \$340.00 per month of a retired employee's premium for the plan which supplements and coordinates with Medicare. Should the amount of the premium for the minimum available single party premium (with Medicare Parts A and B if age 65+) for an offered HMO exceed \$340.00, then the City agrees to pay the full amount of the eligible retiree's monthly premium (single party only coverage).
 - a. Subject to the provisions of #2 above, effective January 2007, the maximum monthly City contribution for retirees who retired with twenty (20) or more

years City service will be \$420.00. If the amount of the premium for single party only coverage (with Medicare Parts A and B if age 65 or older) for a retiree on a City-offered HMO plan exceeds \$420 per month, the City will pay the full amount of the eligible retiree's monthly premium (single party only coverage).

- b. Retirees must pay for any premium cost that exceeds the City's contribution if they choose a more expensive plan or enroll dependents.
3. Employees hired on or after January 1, 2008, must have a minimum of 5 years City service prior to retirement to be eligible for any City contribution toward medical coverage under this Article 20.

4. Retiree Medical Benefits Beginning January 1, 2016

- a. Employees who are hired into City service on or after January 1, 2016 will not be eligible for the City contribution set forth in Section A.2 (a & b) above. Instead these individuals will be eligible for medical insurance provided by PEMCHA and receive a City contribution equal to the MEC provided under PEMCHA.
 - b. Those individuals who hired on or before December 31, 2015 will be eligible for medical insurance provided by PEMCHA and receive a City contribution equal to the MEC under PEMCHA. The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth Section A.2(a & b) above. In the event the HRA system is not implemented, retirees will still be eligible to receive the difference between the MEC and the contribution amount set forth in Section A.2 (a & b).
5. The City shall provide a \$300.00 payment per month for an employee who waives City-paid medical coverage and can provide proof that they are enrolled as a dependent on a non-City employee's health insurance plan. Enrollment onto, and withdrawal from, City-paid medical is subject to the medical provider's policies.

B. Dental Insurance

Beginning the first eligible month after this MOU is approved by City Council, the City shall pay a maximum total monthly amount up to \$65.00 toward the premium for dental insurance for each eligible employee and all eligible dependents. The employee shall pay the amount of the total insurance premium that exceeds \$65.00 per month.

Effective July 1, 2016, the City shall pay a maximum total monthly amount up to \$70.00 toward the premium for dental insurance for each eligible employee and all eligible

dependents. The employee shall pay the amount of the total insurance premium that exceeds \$70.00 per month.

C. Long Term Disability Insurance

The City shall provide each employee covered by this agreement a long-term disability insurance policy as in effect on January 1, 2007.

D. Life Insurance

1. The City shall provide each employee covered by this Agreement a term life insurance policy in the amount of \$50,000.
2. Additional insurance may be purchased by each employee. Any premium costs for the additional life insurance shall be paid solely by the employee. The City shall provide a program offered to employees which allow purchase of supplemental life insurance amounts in \$10,000 increments up to the lesser of \$300,000 or 3 times the employee's gross salary.

E. Vision Coverage

1. Effective January 1, 2001, unit members will be eligible for the City's Vision insurance plan. Coverage shall be for the employee only and the City shall pay the full cost of the premium. The plan design will be: examination every 12 months, frame & lenses every 24 months. Deductible will be \$10.00/exam, \$20.00/frame and lenses.
 - a. Effective January 1, 2008, vision coverage as described above will be extended to include dependent coverage. The City will contribute up to \$10.00 per month toward the vision coverage premium. Should an employee elect to enroll dependents, all eligible dependents (defined as all dependents covered under the employee's medical or dental coverage) are to be enrolled.
 - b. Effective January 1, 2011, the City's contribution toward vision coverage will be \$16.00 per month.

ARTICLE 21 - EMPLOYEE ASSISTANCE PROGRAM

The City agrees to continue the Employee Assistance Program. Nothing herein shall obligate the City to continue the plan. The Union recognizes that the City has the sole right to determine the scope of the plan, the plan carrier/delivery organization, the funding of the plan, eligibility for the plan, voluntary employee contributions toward the plan, and the duration of the plan. The City agrees to meet and consult with the Union prior to implementing any change in the current Employee Assistance Program.

ARTICLE 22 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Effective July 1, 2015 educational costs shall be limited to two thousand five hundred dollars (\$2,500) annually per unit member for eligible reimbursement expenses as defined within this Article. Enrollment cost reimbursement is subject to approval by both the Department Director and Director of Human Resources/Risk Management. In rendering a reimbursement determination, the Department Director and Director of Human Resources /Risk Management shall consider whether or not the course(s) for which reimbursement is sought is related to the employee's then existing principal duties or may lead to enhancing promotional opportunities and the availability of funds for reimbursement purposes. No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Department Director and Director of Human Resources/Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Department Director and Director of Human Resources/Risk Management shall be final.

- A. An employee must have completed their initial probationary period to be eligible for Educational Cost Reimbursement under this Article.
- B. Educational Enrollment Cost Reimbursement is established at a maximum level equivalent to California State University, Los Angeles tuition rates.
- C. An employee will be reimbursed up to seventy-five dollars (\$75.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to two hundred dollars (\$200.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.
- D. An employee who has received benefit under this Provision and who resigns from their employment with the City, shall reimburse the City for any educational enrollment cost reimbursement received in the twelve month period immediately preceding their date of resignation.

ARTICLE 23 - DEFERRED COMPENSATION PLAN

A deferred compensation plan will be made available to all members of the Union.

ARTICLE 24 - RETIREMENT BENEFITS

- A. Retirement benefits will be provided by a combination plan through the Public Employees' Retirement System (PERS) and the Massachusetts Mutual Life Insurance Company. Effective January 1, 2013, the City shall provide to newly hired employees, the PERS retirement formula known as 2% @ 62 with the average of the three (3) highest

consecutive years of compensation. The current retirement formula for classic employees is known as the "2.7% at Age 55 Plan."

Retirement benefits for service on and after April 3, 1976, will be provided by the Public Employees' Retirement System, except for employees who were age 55 or over on April 3, 1976.

Retirement benefits for service prior to April 3, 1976, will be provided by the Massachusetts Mutual Life Insurance Company. All employees who were age 55 or over on April 3, 1976, will be excluded from enrollment into the Public Employees' Retirement System and will receive retirement benefits for all approved service through Massachusetts Mutual Life Insurance Company.

- B. The 1959 Survivor's Benefit - Effective October 7, 2000, the City shall provide Level 4 Survivor's Benefit. Any resultant CalPERS cost increase designated as constituting "employee" costs for this benefit shall be borne by the employee.
- C. Credit for Unused Sick Leave (Government Code Section 20965).
- D. One (1) year final compensation (Government Code Section 20042) for employees hired prior to January 1, 2013 and average of the three (3) consecutive highest years for employees hired after said date.
- E. Effective November 1, 2003, Military Service Credit as Public Service (Government Code Section 21024).

ARTICLE 25 - PERS CONTRIBUTION

All bargaining unit members shall pay 100% of the employee's 8% share for the PERS retirement contribution.

ARTICLE 26 - SALARIES

- A. Salaries of represented employees shall be adjusted according to the following manner:
 - 1. Effective April 1, 2014, City Hall shall re-open Fridays as a workday, implement a 9/80 work schedule and a 40 hour weekly work schedule will be restored.
 - 2. Current salary ranges for represented employees are reflected in Attachment A, and are incorporated herein by this reference.
 - 3. 2015-2016: There shall be no salary adjustment in the first year of the MOU. However, each unit member shall receive one lump sum payment equal to 3% of his/her current annual salary on the first pay period following City Council approval of the MOU.

4. 2016-2017: If the below described economic threshold/fiscal safety net formula is achieved on December 15, 2016, as determined by the issued CAFR's Report, unit members shall receive a 3% retroactive cash payment for the months of July 2016 through December 2016 and a 3% salary adjustment forward beginning with the first pay period after January 1, 2017.

If the economic threshold is not achieved, a 3% cash payment will be effective the first pay period after January 1, 2017 for the second year of the contract or the 12 months of July 2106 through June 2017.

B. Economic Threshold/Fiscal Safety Net Formula

1. Conditions

A. Permit & Impact Fee Condition

The City must receive \$700,000.00 or more in building permit and impact fees from any combination of five major projects that are identified in Addendum B and which are described as the AG Hotel, the Marriott Hotel, the Double Tree Hotel, the Market Place-Home Depot and the Towne Center. Fees from any other "New" or "Major" development will count towards the \$700,000 goal. ("New" development will be defined as a project submitted for entitlement after the City Council's approval of the proposed 2015-2017 MOU; "Major" development will be defined as any annual tax generating commercial project(s) of greater than 10,000 square feet that is projected to generate a net increase of \$100,000 annually for the City). The City must receive \$700,000.00 or more in building permit and impact fees from any combination of these five major projects or other "New" or "Major" developments as defined above on or before December 15, 2016.

The projected building permit and impact fees that the City is expected to receive for each of the five projects is set forth in Addendum B and shall be referred to as the "Base Building Permit and Impact Fee" for each respective project. In the event the City Council approves a reduction of the "Base Building Permit and Impact Fee" for any of the five major projects, the City will calculate the percentage by which the "Base Building Permit and Impact Fee" was reduced. The single greatest percentage reduction, if any, for any of the five major projects shall then be applied to the \$700,000.00 "trigger." For example, if the City Council approves a reduction of the "Base Building Permit and Impact Fee" for four of the projects by 5% and approves a reduction of the "Base Building Permit and Impact Fee" of the fifth project by 10%, a 10% reduction will be applied to the \$700,000.00 permit fee trigger, thus reducing the permit fee trigger to \$630,000.00.

B. Safety Net Condition

The combined negative variance (revenues are less than budget projections and/or

expenditures exceed budget authorization) to the General Fund shall not exceed \$450,000.00 during fiscal year 2015-2016. Revenue measurement shall exclude one-time receivables such as state repayments, residual distributions, and revenues from permit fees. Expenditures shall exclude capital improvements, transfers out, and expenses related to the above Base Building Permit and Impact Fees. All other expenditures, such as a reduction in revenue and/or increase in expenditures due to state or federal action, natural disaster, liabilities, or other expenditures, shall be included in this calculation.

2. Impact of Conditions on Salary Increases

A. Conversion to Cash Payment

The above salary increases are conditional based on the "Base Building Permit and Impact Fee" and "Safety Net" conditions. If the conditions are not met, the respective salary increase will be converted to a lump sum cash payment based on the employee's annual salary, as described above, unless the City grants a salary increase to other employees within the safety bargaining units.

B. Effect of City Granting Salary Increases

Notwithstanding the conditions set forth above, if the City waives the economic threshold/fiscal safety net for the safety units in December 2015 through June 2016 and awards a 3% raise versus a scheduled lump sum cash payment, the economic threshold/fiscal safety net mechanism for the SEIU as outlined when the CAFR Report is issued in December 2016, the economic threshold/fiscal safety net formula would be removed from consideration and at the 18 month mark of the contract, or January 2017, SEIU members would receive a 3% lump sum cash payment going back to July 1, 2016 and a 3% raise going forward starting the first payroll cycle in January 2017. This applies only to the second year of the contract at or around the first payroll cycle after January 1, 2017. The first year of the contract will reflect only a 3% lump sum cash payment regardless of other circumstances.

10-Step Merit Based Performance System

There shall be approximately two and one-half percent (2.5%) between each step of Steps 1 through 9 and approximately 5% between Steps 9 and 10.

Advancement within the 10-step salary range shall be subject to the terms and conditions as set forth herein:

1. Except as modified herein, all other existing rules governing salaries, step increases and performance ratings shall remain as provided for in Municipal Code Section 2.36.050 - Step Increase and 2.36.060 - Performance rating system for employees.

2. Municipal Code Section 2.36.050 (6), Step Increase, based upon prior practices, shall be interpreted as follows: Any employee receiving an unsatisfactory rating report under the performance rating system set forth in Section 2.36.060 shall be rated once each calendar month thereafter. The receipt by any employee of three consecutive unsatisfactory performance ratings shall be grounds for disciplinary action up to and including dismissal.
3. Advancement between steps may occur at intervals of no less than one (1) year. No multiple step increases may be granted. No newly appointed person shall be hired at Step 6 without prior approval of the City Manager. No newly appointed person shall be hired above Step 6 without prior approval of the City Council. Under no circumstances shall any newly appointed employee be hired at Step 10.
 - a. Probationary Communications Dispatcher Trainees serving an eighteen-month probation may advance one step upon achieving a "meets job standards" evaluation at completion of 6 months service and one additional step upon achieving a meets job standards evaluation at completion of 12 months satisfactory service.
 - b. Should a Probationary Communications Dispatcher successfully complete training and be certified by the Chief of Police as qualified for advancement to Communications Dispatcher prior to completion of their initial eighteen-month period, they will be so advanced at the appropriate step of the Communications Dispatcher range and will complete the remainder of their probationary period in that classification. Future merit adjustments will be due annually based upon the employee's anniversary date of appointment to the Communications Dispatcher range.
4. Performance evaluations and consideration of merit adjustments shall be due annually on the employee's anniversary of the probationary appointment to his/her position classification. Any employee on a leave of absence (paid or unpaid) for more than thirty (30) days in a rating period shall have their annual review date adjusted accordingly.
5. Recommendations for step increases or denial of step increases must be accompanied by a performance evaluation to substantiate performance and must be approved by the Department Director prior to the supervisor reviewing the evaluation report with the employee. Any disagreement between the reporting supervisor and the Department Director should be resolved by a conference. If changes are agreed upon, a new report should be prepared. If changes are not agreed upon, the Department Director shall have the authority to prepare a supplemental to the evaluation report and said supplemental shall be attached thereto. The overall rating as approved by the Department Director shall be the determinative factor in any eligibility for merit step increase. Should the employee not agree with the rating granted by the supervisor, or Department Director, he/she may provide a written rebuttal indicating the area(s) of disagreement. Said rebuttal will be attached to the Appraisal and Development Report and become a part thereto. An Employee Appraisal and Development Report shall be completed and

forwarded to the Human Resources Department prior to any department-approved increase being processed for payment. In order for employees to receive increases in a timely manner, the Report must be received by the Human Resources Department by the beginning of the pay period in which the increase is due. Any recommended merit increase will be effective the first of the pay period immediately following the employee's anniversary or annual review date as defined in Article 26(4) above.

6. Advancement from Step 1 through Step 5 shall be contingent upon receiving "meets standards" or better performance evaluations. Advancement above Step 5 and through Step 9 shall be contingent upon the employee receiving "exceeds standards" or better.

7. Advancement to Step 10 is both temporary and conditional upon achieving "outstanding" performance as determined by rules set forth by the City Manager. Sustained placement at Step 10 of the range is not guaranteed, but must be earned on an annual basis. Failure to achieve "outstanding" performance ratings in a succeeding year shall result in the employee's salary being returned to Step 9. Any such reversion shall not constitute disciplinary action or the taking of property and no administrative or judicial appeal of the reversion is provided for.

- a. Although an employee may not appeal reversion from Step 10 to Step 9, the Department Director will meet with an employee prior to such action to allow the employee an opportunity to provide any comments that they believe pertinent. The meeting with the Department Director shall not be a formal evidentiary hearing but an informal discussion to review the proposed evaluation prior to it being finalized. An employee may request a representative of their choice to assist them during the meeting. The Department Director and/or the employee may request that the Director of Human Resources participate in any scheduled meeting.

Step 10 Change:

The City shall take any necessary steps to implement the following change: Advancement to Step 10 is both temporary and conditional upon achieving "Meets Standards" performance as determined by rules set forth by the City Manager. Sustained placement at Step 10 of the range is not guaranteed, but must be earned on an annual basis. Failure to achieve "Meets Standards" performance ratings in a succeeding year shall result in the employee's salary being returned to Step 9. Any such reversion shall not constitute disciplinary action or the taking of property and no administrative or judicial appeal of the reversion shall be provided.

9. Nothing in this Article shall prevent a supervisor from exercising management rights to suspend, reduce, demote, layoff, or terminate for cause an employee in accordance with City Personnel Rule XIII - Changes in Employment Status, or Rule XIV - Separation from the Service, or Rule XV - Disciplinary Proceedings.

Additional Pays

- A. Longevity Pay: Effective the first full pay period after July 1, 2015, each unit member who has 25 years or more of continuous service with the City shall receive longevity pay of \$200.00 per month. Longevity Pay shall be included in the first pay period each month.
- B. Physical Well-Being Allowance: Effective the first full pay period after July 1, 2015, the City shall pay each unit member \$20.00 per month as a Physical Well-Being Allowance or reimbursement for the unit member's enrollment, membership or participation in gym memberships, recreational activity classes, weight loss programs, etc. The unit member must provide proof of enrollment, membership or participation in such classes or programs by producing receipts or invoices, which shall be approved by the Department Director and Director of Human Resources and Risk Management before reimbursement will be issued.

One member of SEIU will meet and discuss the final details of the Physical Well-Being Allowance program for future years starting with the 2016/2017 fiscal year. Effective July 1, 2015, a twenty dollar (\$20.00) monthly stipend will be provided each association member. In May 2016 and June of 2016, each member must provide receipts to Human Resources showing payment for items such as gym memberships, recreation activity classes, weight loss programs, etc. in order to qualify for the stipend the next fiscal year.

- C. Educational Incentive Pay: Effective the first full pay period after July 1, 2015, the City shall make a payment to each unit member as Educational Incentive Pay in the following amounts: twenty five dollars (\$25.00) per month for an Associate's degree, Bachelor's degree or Master's degree from an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post- Secondary Education in any major.

The Educational Incentive Pay shall not be stacked or compiled such that the unit member is receiving multiple Educational Incentive pays. For example, if a unit member has both a Bachelor's degree and a Master's degree, he/she shall only receive \$25.00 per month as Educational Incentive pay.

ARTICLE 27 - UNIFORM ALLOWANCE

- A. Regular Employees - Employees who are required to wear uniforms and who receive a full clothing allowance pursuant to section B of this Article shall receive a uniform allowance credit of two hundred dollars (\$250) per fiscal year, and the City shall implement a retail/credit account program in said amount with a retail outlet to be determined by the City in lieu of cash payment of the uniform allowance.

Effective July 1, 2005, the uniform allowance credit program will be increased to \$300.00. The uniform allowance shall be used toward the purchase of standard clothing items which include the following:

1. Police Civilian Personnel: shirts, pants, skirts, sweater, field jacket, belts, patches, shoes and other required non-safety clothing or equipment as per the department's uniform policy and as approved by the City Manager.
 - a. Communications Dispatcher & Police Clerk: the initial full clothing allowance as described in #1 above will be provided to the employee following successful completion of their initial training period as determined by the Chief of Police. Prior to the initial issuance of a uniform, Police civilian personnel may elect to obtain uniform items from existing stock maintained by the Department, if any, or may elect to report in appropriate civilian attire.
 2. Public Works Personnel: collared work shirts, work pants, belts, patches and other required non-safety clothing or equipment as per the department's uniform policy and approved by the City Manager. Jeans and T-shirts are not approved as uniform attire.
 - a. Personnel assigned to the Auto Shop and the Water Division, who are required to wear a uniform, shall not receive uniform allowance but, in lieu, uniforms shall be provided and maintained through a Uniform Service vendor. Selection of Uniform Service vendor and uniform articles shall be at the sole discretion of the City.
 3. Parks Personnel: collared work shirts, work pants, belts, patches and other required non-safety clothing or equipment as per the department's uniform policy and as approved by the City Manager. Jeans and T-shirts are not approved as uniform attire.
 4. Fire Prevention Bureau Personnel: shirts, pants/skirts, jacket or sweater, shoes and belt.
- B. Unit employees who are required to wear uniforms or who are provided with a uniform allowance or are required to wear safety gear or equipment must wear the uniform while on duty unless permission to do otherwise has been received from the immediate supervisor. Employees who are on duty and do not comply with uniform requirements shall be subject to disciplinary action.
- C. Probationary Employees - A probationary employee assigned to the Public Works, Parks, Fire or Police Department and who is required to wear a uniform and is eligible for uniform allowance credit, will be provided with the full clothing issue, (5 uniforms and 1 jacket for Public Works and Parks, 3 uniforms for non-sworn Police and Fire) at the time

of his/her appointment. Probationary employees are not otherwise eligible for uniform allowance.

- D. If the employee leaves, either voluntarily or involuntarily during the one-year probationary period, \$300 will be deducted from his/her final paycheck to reimburse the City for the initial clothing issue.
- E. Uniform Replacement - An employee who damages or destroys his/her uniform while performing City services shall be reimbursed for the replacement cost of the uniform. This provision shall not be applicable to normal wear and tear on the uniform, nor shall it be applicable to items of a personal nature (non-uniform clothing, jewelry, wallets, watch, eyeglasses, etc.) An employee shall give the damaged or destroyed uniform to a supervisor prior to being authorized replacement cost.
- F. An employee terminating from City service will retain uniform items. However, the City identification patches shall be removed by the employee and turned in to the appropriate Department Director or Division Manager/Supervisor.
- G. Optional Clothing - Hats are not a required item of the uniform except where the Division or Department requires safety hard hats. However, an employee who is not required to wear a safety helmet may purchase and wear a poplin or wide brimmed (e.g. straw banded outback style) hat of a color to blend with his/her uniform. Any dispute as to the appropriateness of an employee's hat selection will be submitted to the Department Director for her/his determination and such determination shall be final.
- H. Safety Boots - Employees whose position requires safety boots, including Animal Control Supervisor/Officers, per OSHA regulations, will be provided with one pair of safety boots per fiscal year. The City shall select the vendor and the quality of the boots to be provided. Safety boots will be available on August 1st of each fiscal year. The maximum annual allowance for purchase of appropriate safety boots is \$175.00. Effective July 1, 2007, the maximum annual allowance shall be increased to \$200.00 (for Electrician, the maximum annual allowance shall be \$225.00).

In cases where the nature of the employee's duty assignment causes exceptional wear, the Department Director may, in his/her sole discretion, authorize the replacement of one pair of safety boots or one pair of uniform issue shoes. In no case shall an employee receive more than three pairs of safety boots or one additional pair of uniform shoes in any 24-month period.

ARTICLE 28 - SPECIAL ASSIGNMENT PAY

A. Bilingual Pay:

- 1. Unit employees who are assigned to the classification of Communications Dispatcher Trainee or Communications Dispatcher and are bilingual - English/Chinese Speaking (Mandarin and/or Cantonese) English/Spanish

Speaking shall receive one hundred fifty dollars (\$150) per month bilingual skill pay in addition to his/her regular salary. All other Unit employees who are capable of speaking, interpreting and, on an occasional or sporadic basis, providing limited general translation for routine correspondence (i.e. constituent letters, resident suggestions/complaints, newspaper articles, etc.) in a foreign language as deemed useful by the City shall receive fifty dollars (\$50) per month bilingual skill pay in addition to his/her regular salary. The City shall establish qualifying tests to determine bilingual capability.

- a. Employees who become eligible for bilingual pay on or after July 1, 2000, may be required to re-certify their eligibility every 4 years.
- b. Should an employee fail the qualifying test, they must wait a minimum of 90 days before again applying for certification.

1. Effective upon implementation of this MOU, unit employees who are certified as bilingual pursuant to Section A.1. above and are qualified to perform formal translation of City documents (i.e. forms, brochures, press releases, etc.) and are routinely requested to translate documents utilized in the conduct of City business for City departments, will receive, in addition to Section A.1. above, fifty dollars (\$50) per month bilingual translation skill pay. The number of employees so qualified to translate in any language shall be determined at the sole discretion of the City. Employees may make application for translation certification through the Human Resources Department. The certification process shall consist of such tests as determined by the Human Resources Department. Re-certification will be required on a biennial basis.

2. Commencing with the City Council's adoption of this MOU, unit employees who are certified as bilingual pursuant to A.1. and are qualified to perform both verbal and formal translation of City documents (i.e. forms, brochures, press releases, etc.) and are routinely requested to translate documents utilized in the conduct of City business for City departments, will receive a combined \$150 for bilingual verbal and written translation in lieu of Section A1 and A2 above. The number of employees so qualified to translate in any language shall be determined at the sole discretion of the City. Employees may make application for translation certification through the Human Resources Department. The certification process shall consist of such tests as determined by the Human Resources Department. Re-certification will be required on a biennial basis.

B. Matron Pay: Police Clerks and Communications Dispatchers who are required to perform body searches on female prisoners, including pat downs, will receive \$20.00 per incident.

- a. Effective upon implementation of this MOU, the above per incident amount will be increased to \$30.00.

- C. Dispatcher Training Officer Pay: Experienced Communications Dispatchers who are certified by the Police Department to serve as "Dispatcher Training Officer" shall receive \$25.00 when assigned as Dispatcher Training Officer (DTO) for three or more shifts in any pay period. Development of Dispatcher Training Officer criteria and selection of individuals to serve as DTO's shall be at the sole discretion of the Chief of Police. No probationary employee shall be assigned as a trainer.
- a. Pursuant to the provisions of "C" above, effective upon implementation of this MOU, DTO pay will be increased to \$50.00 for three or more shifts in any pay period.
- D. Lead Communications Dispatcher: A qualified individual in the classification of Communications Dispatcher may, at the sole discretion of the Chief of Police, be assigned as "Lead Communications Dispatcher." An individual so assigned will receive a premium pay of \$250.00 per month for each month so assigned. Assigned individuals will be assigned duties within the division including, but not limited to, supervision, shift and training scheduling, preparation of performance evaluations, work activity reporting, etc. The Chief of Police shall have sole discretion in determining the selection process for determining appointment as Lead Communications Dispatcher. An individual so assigned shall serve at the discretion of the Chief of Police and may be removed from the Lead assignment with or without cause, with or without notice, and without right of appeal.
- E. Lead Police Records Clerk: A qualified individual in the classification of Police Records Clerk may, at the sole discretion of the Chief of Police, be assigned as "Lead Police Records Clerk." An individual so assigned will receive a premium pay of \$250.00 per month for each month so assigned. Assigned individuals will be assigned duties within the division including, but not limited to, supervision, shift and training scheduling, preparation of performance evaluations, work activity reporting, etc. The Chief of Police shall have sole discretion in determining the selection process for determining appointment as Lead Police Records Clerk. An individual so assigned shall serve at the discretion of the Chief of Police and may be removed from the Lead assignment with or without cause, with or without notice, and without right of appeal.
- F. Training Pay for Experienced Police Clerk: If an experienced Police Clerk, other than the lead or supervising clerk, is assigned to train a new Police Clerk for the City, they shall receive fifty dollars (\$50.00) for three (3) or more shifts in a pay period up to a maximum of four (4) pay cycles, or when the Police Clerk trainee is determined by the unit supervisor to be self-sufficient and not in need of additional training, whichever occurs first. No probationary employee shall be assigned as a trainer.
- G. Field Pay: Police Clerks who are required to perform bilingual services in the field, which means on property other than the City Hall facility and surrounding City property, shall receive thirty dollars (\$30.00) in compensation as field pay per incident to a maximum of three (3) per month. The Police Clerk must obtain approval of his/her unit supervisor before submitting a request for such field pay. In addition, training and debriefing specific to sensitive tasks in the field will be developed. No probationary employee shall be assigned to go into the field.

- H. **Public Notary Services:** Effective the first full pay period after July 1, 2015, in recognition of the City's need and use of public notary services, those SEIU unit employees who have such public notary certificates as approved by the Secretary of State for the State of California shall receive seventy-five dollars (\$75.00) per month as bonus pay in addition to his/her base salary. However, there shall be no more than three (3) City employees authorized to receive bonus pay for Public Notary Services at any one time. The determination of who and how many City employees receiving this bonus pay shall be at the sole discretion of the City Manager.
- I. **Pesticide/Herbicide Applicator Premium** – Employees of the Public Works Department or Parks Division of the Recreation & Parks Department may be assigned, at the sole discretion of the Department Director, to receive a premium pay for performing tasks and duties associated with the application of pesticides and/or herbicides. In addition to any additional selection, training and/or reporting procedures established by the City, the following provisions will apply to any individual assigned to receive a pesticide/herbicide applicator premium:
1. Individuals will be selected at the sole discretion of the Department Director or his/her designee to be trained and assigned pesticide and/or herbicide applicator duties. The number of individuals selected shall be at the discretion of the Department Director but it is agreed that initially there shall be a minimum of nine eligible assignments in the Parks Division of the Recreation & Parks Department and five eligible assignments in the Public Works Department.
 2. Individuals selected to receive pesticide/herbicide applicator premium will receive appropriate training in compliance with State and Federal regulations prior to performing pesticide and/or herbicide applicator duties.
 3. An individual selected for pesticide/herbicide applicator premium shall be compensated at the rate of \$30.00 per month for all months so designated.
 4. Selection for, and removal from, receiving pesticide/herbicide applicator premium will be at the sole discretion of the Department Director. Receipt of premium pay for assignment of duties as Pesticide/Herbicide Applicator shall not create a property interest for continuation of the premium pay. An individual's selection for, and removal from, receiving Pesticide/Herbicide Applicator Premium will be based upon the needs of the City as determined by the Department Director.
 5. Individuals receiving Pesticide/Herbicide Applicator Premium may, at the direction of the City, be assigned to perform duties in either the Public Works Department or Parks Division of the Recreation & Parks Department. For example, an individual who is normally assigned to the Streets Division of the Public Works Department may be assigned to apply herbicide and/or pesticide as part of a work crew in the Parks Division of the Recreation & Parks Department.

6. The Union specifically acknowledges that the City, subject to the provisions of Sub-Section 1. above, maintains the sole and exclusive right to assign personnel to receive Pesticide/Herbicide Applicator premium pay and to determine the need for such assignment. Nothing contained in this Article 28, Section F shall create a duty upon the City to assign individuals to Pesticide/Herbicide Applicator nor shall any individual have a right to be so assigned. The City agrees to meet and consult with the Union prior to any modification or termination of the Pesticide/Herbicide Applicator Premium Pay.

J. Electrician Premium - The City of Monterey Park Water Division has a SCADA (Supervisory Control and Data Acquisition) system. An Electrician who possesses the following knowledge, skills and abilities will be eligible for a monthly premium of \$250.00:

1. Must be able to test, trouble-shoot and program Allen Bradley SLC 500 programmable controllers. Ability to build, install, troubleshoot, analyze and repair the SCADA system and its components. This would include the knowledge to read, decipher and modify the ladder logic programming that is associated with the Allen Bradley Controls for the SCADA system.
2. Ability to tune PID Loops for the Foxboro Process Controls system. Must be able to test and calibrate PID loops using signal generator. A Foxboro Process Control Technology Certificate from the Foxboro Corporation would be satisfactory evidence of this skill.
3. Must have the knowledge and experience to design and draw electrical circuitry using CAD Software and utilize this ability to provide electrical schematics that are current or up to date and to update recorded plans.
4. Knowledge of National Electrical Code and Safety associated practices.
5. Experience in medium voltage, 2300VAC circuitry. Also must be able to use high voltage test equipment and be familiar with Lockout/Tag out safety procedures.
6. Extensive experience in AC and DC industrial controls.
7. Experience in Variable Frequency Drives 480VAC 3 Phase.
8. Soft start starter experience is desirable.
9. Must have a working knowledge of hydraulics valves and controllers and their components as it relates to the water industry.
10. Must be computer literate in Microsoft Excel and Word.
11. In addition to the above, an Electrician who possesses a Water Treatment Grade 1 (T1) certificate will receive an additional monthly premium of \$125.00.
12. The Union specifically acknowledges that the City maintains the sole and exclusive right to certify personnel as eligible to receive Electrician Premium and/or Water Treatment Grade 1 premium pay and to determine the need for such assignment. Nothing contained in this Article 28, Section G shall create a duty upon the City to assign individuals to receive this premium nor shall any individual have a right to be so assigned. The City agrees to meet and consult with the Union prior to any modification or termination of the Electrician Premium.

- K. Senior Code Enforcement Officer. A qualified individual in the classification of Code Enforcement Officer may, at the sole discretion of the Development Services Director, be assigned as "Senior Code Enforcement Officer." An individual so assigned will receive a premium pay of \$500.00 per month for each month so assigned. In addition to normally assigned duties as a Code Enforcement Officer, assigned individuals will serve in a supervisory capacity and be assigned duties within the division including, but not limited to: supervision; shift scheduling; preparation of performance evaluations; work activity reporting; ensuring compliance with Federal, State and local zoning, housing and property maintenance codes; providing direction, guidance, and support to other staff on complex inspections; assuming a leadership role for assigned projects; leading the activities of subordinates; implementing and scheduling training programs for staff; may make presentations to boards, commissions, committees and neighborhood associations and performs related duties as assigned. The Development Services Director shall have sole discretion in determining the selection process for determining appointment as Senior Code Enforcement Officer. An individual so assigned shall serve at the discretion of the Development Services Director and may be removed from the senior assignment with or without cause, with or without notice, and without right of appeal.
- L. Auto Mechanic Certification Pay.
1. Individuals in the classification of Equipment Mechanic will be eligible for certification premium in the amount of \$30.00 per month for each ASE Automotive/Light Truck Certification up to a maximum of 2 such certifications. The maximum certification pay under this Subsection 1. is limited to \$60.00 per month.
 2. Upon receipt of certification as an ASE-Certified "Master Automotive Technician," in lieu of the premium indicated in Subsection 1. above, the individual so certified shall be eligible for certification premium in the amount of \$100.00 per month.
- M. DHS Certification Pay. Individuals assigned to the Water Division of the Public Works Department shall receive \$60.00 per month certification pay for each current Department of Health Services (DHS) certification, up to a maximum of four certifications.
- N. A qualified individual in the Management Services Department, Finance Division, may, at the sole discretion of the Management Services Director, be assigned additional responsibilities and duties as back up for payroll processing. An individual so assigned will receive a premium pay of \$300.00 per month for each month so assigned. An individual so assigned shall continue in that assignment at the discretion of the Management Services Director and may be removed from the assignment with or without cause, with or without notice, and without right of appeal.
- O. Lead Jailer: A qualified individual in the classification of Jailer may, at the sole discretion of the Chief of Police, be assigned as "Lead Jailer." An individual so assigned will receive a premium pay of \$250.00 per month for each month so assigned. Assigned individuals will be assigned duties within the division including, but not limited to, supervision, shift and

training scheduling, preparation of performance evaluations, work activity reporting, maintaining jail supplies, etc. The Chief of Police shall have sole discretion in determining the selection process for determining appointment as Lead Jailer. An individual so assigned shall serve at the discretion of the Chief of Police and may be removed from the Lead assignment with or without cause, with or without notice, and without right of appeal.

- P. Training Pay for Experienced Jailer: If an experienced jailer, other than the lead or supervising jailer, is assigned to train a new jailer for the City, they shall receive fifty dollars (\$50.00) for three (3) or more shifts in a pay period up to a maximum of four (4) pay cycles. or when the jailer trainee is determined by the unit supervisor to be self-sufficient and not in need of additional training, whichever occurs first. No probationary employee shall be assigned as a trainer.

- Q. Senior Fire Safety Specialist: A qualified individual in the classification of Fire Safety Specialist may, at the sole discretion of the Fire Chief, be assigned as "Senior Fire Safety Specialist." An individual so assigned will receive a premium pay of \$500.00 per month for each month so assigned. In addition to normally assigned duties as a Fire Safety Specialist, the assigned individual will serve in a supervisory capacity and be assigned duties within the Fire Prevention Division including, but not limited to: supervision, shift scheduling, preparation of performance evaluations, work activity reporting, performing complex fire and life safety inspections of industrial and residential educational licensed health care facilities and of facilities that store and/or handle flammable, combustible, toxic, corrosive and other hazardous materials; ensure compliance of projects and facilities with approved plans and national standards; review plans to ensure compliance with applicable codes; perform limited plan checking; providing direction guidance and support to other staff on complex inspections; assuming a leadership role for assigned projects; leading the activities of subordinates; implementing and coordinating the Fire Departments public education efforts and training programs for staff; may make presentations to boards, commissions, committees and neighborhood associations, and performs related duties as assigned. The Fire Chief will have sole discretion in determining the selection process for determining appointment as Senior Fire Safety Specialist. An individual so assigned shall serve at the discretion of the Fire Chief and may be removed from the senior assignment with or without cause, with or without notice, and without right of appeal.

ARTICLE 29 - PERSONNEL RULES AND REGULATIONS

During the term of this Agreement, both parties agree to meet and confer on the content and implementation of new and/or revised Personnel Rules and Regulations as needed.

ARTICLE 30 - UNIT MODIFICATION

- A. Policy and Standards for Determination of Appropriate Units

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

1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
2. History of representation in the City and in similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
3. Consistency with the organizational patterns of the City.
4. Number of employees and classifications, and the effect on the administration of employer-employee relations because of the fragmentation of classifications and/or proliferation of units.
5. Effect on the classification structure and impact on the stability of the employer-employee relationship because of dividing a single or related classification among two or more units.

Notwithstanding the foregoing provisions of the Section, managerial, supervisory and confidential responsibilities, as defined in this Section, are determinative factors in establishing appropriate units hereunder. Therefore, such managerial, supervisory and confidential employees may not represent any employee organization which represents other employees and may not be represented by the same.

The Director of Human Resources/Risk Management shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions, from units in accordance with the provisions of this Section.

The following definitions apply to this Section:

- a. "Appropriate Unit" means a unit of employee classes or positions, established pursuant to this Section.
- b. "Management Employee" means any employee having responsibility for formulating, administering or managing the implementation of City policies and programs.
- c. "Supervisory Employee" means any employee having authority, in the interest of the City, to hire, suspend, lay off, recall, promote, discharge, assign, reward, or discipline

other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

- d. "Confidential Employees" means any employee who assists and acts in a confidential capacity to person(s) who formulate, determine, and effectuate management policies in the field of employee relations and/or who has access in the course and scope of employment to any information that is or may be utilized in formulating such management policies.

B. Procedure for Modification of Established Appropriate Units

1. Requests by employee organizations for modification of established appropriate units shall be considered by the Director of Human Resources/Risk Management. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Section 2.32.050, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in (1) hereof. The Director of Human Resources/Risk Management shall process such petition as recognition petitions are processed under this Chapter.
2. The Director of Human Resources/Risk Management may on his/her own motion propose that an established unit be modified. The Director of Human Resources/Risk Management shall give written notice of the proposed modification(s) to any affected employee organization. Any affected employee organization, may, within seven (7) calendar days after service of notice, request a meeting with the Director of Human Resources/Risk Management by which to contest the proposal(s).

Not later than seven (7) calendar days after receipt of such request, the Director of Human Resources/Risk Management shall conduct such meeting at which time all affected employee organizations shall be heard. Thereafter, the Director of Human Resources/Risk Management shall determine the composition of the appropriate unit or units in accordance with Paragraph (1) of this Section, and shall give written notice of such determination by depositing the same in the mail, addressed to the affected employee organizations. The Director of Human Resources/Risk Management's determination may be appealed as provided in paragraph 2 of this Section. However, if a unit is modified pursuant to the motion of the Director of Human Resources/Risk Management, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section 2.32.050.

The "meeting" described herein shall be informal and shall consist of the participating employee organization providing verbal and/or written input regarding its position.

C. Appeals

An employee organization aggrieved by an appropriate unit determination of the Director of Human Resources/Risk Management pursuant to this Section may, within ten (10) calendar days of mailing by the Director of Human Resources/Risk Management of notice thereof, appeal such determination to the City Manager for final decision.

Appeals to the City Manager shall be filed in writing with the City Manager's secretary and a copy shall be provided to the Director of Human Resources/Risk Management by the appellant. The written appeal shall be received by the City Manager's secretary no later than ten (10) calendar days after the Director of Human Resources/Risk Management's decision was mailed.

A unit designated by the Director of Human Resources/Risk Management need not be "most appropriate" or "more appropriate," but need only be "appropriate." If "appropriate," then the City Manager shall affirm the Director of Human Resources /Risk Management's decision. If not "appropriate," then the City Manager shall determine which unit is "appropriate."

An employee organization's appeal shall state the complete basis for the appeal and shall be confined to a determination of whether or not the unit resulting from the Director of Human Resources /Risk Management's decision was "appropriate" pursuant to the guidelines of Paragraph 1, above. The City Manager shall conduct the appeal hearing within fifteen (15) calendar days of receipt of the appeal and shall issue his/her written decision within fifteen (15) calendar days after conclusion of the hearing. The City Manager's decision shall be served upon the appellant(s) by depositing the same in the U.S. mail, and shall be administratively final and binding.

- D. To the extent that any element of this Section is inconsistent with any other provision of this Chapter, the provisions of this Section shall prevail to the extent necessary to cause the Section to be operative.

ARTICLE 31 - ACTING ASSIGNMENTS

Acting assignments shall be filled in the following manner (to the extent that this Article is inconsistent with the City Personnel Rules, this Article shall prevail):

- A. Need for Acting Assignments. To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting basis to positions of a higher classification. For the purposes of this Article, it is understood that acting assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:
1. A position classification is permanently vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.

2. A position classification is temporarily vacant although, permanently filled, because the regular employee is on an approved paid or unpaid leave of absence.

It is not the intent of the City to circumvent or avoid the normal employment or promotion process and therefore, the City shall make every possible and reasonable effort to fill vacancies in a most expeditious manner and to keep the need for such acting assignments to a minimum.

- B. Selection for Acting Assignments. The selection of an employee for acting assignments shall be at the sole discretion of the Department Director or his or her designee, taking into consideration the requirements of the position to be filled and the qualifications, job performance, and seniority of those employees eligible for the acting assignment. No persons shall be appointed to an acting assignment either when on probation or into a position classification more than one (1) class level above his or her regular class in those instances where such an assignment would result in the acting employee being in a supervisory position in relation to an employee who is regularly the acting employee's supervisor. If a person is appointed to an acting assignment in a position classification more than one (1) class level above his or her regular class and if the acting position is filled, then the acting assignment shall terminate, and the employee restored to his/her regular position.
- C. Pay for Acting Assignments. Acting pay shall be authorized when an employee is acting in a higher-level position commencing with the start of the thirtieth consecutive working day that the employee is acting in the higher-level position. Acting pay shall be retroactive to the first day of the acting assignment. Acting pay shall be authorized at Step 1 of the position classification to which the acting assignment is made, provided that Step 1 is at least 5% higher than the base salary of the employee's regular assignment. If Step 1 is less than 5% greater, the acting appointment will be made at the first step which is greater than 5%, but is less than 10% above the base salary. No changes in employee benefits shall be granted to employees in acting assignments.
- D. Status of Employee in Acting Assignment. Time served in an acting assignment shall not be credited towards completion of a probationary test period in the acting position. Time served in an acting position shall not alter the employee's anniversary date. If the acting employee would have been eligible for a merit increase had the acting appointment not been made, then the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting positions being considered.
- E. Duration of Acting Assignment. Absent exigent circumstances, a position in the competitive service shall not be filled in an acting capacity for more than six (6) consecutive months. The City shall meet and consult with the Union prior to any extension of an acting appointment beyond six months.

ARTICLE 32 - PROBATIONARY PERIOD

With the exception of Communications Dispatcher Trainee and Communications Dispatcher classifications, all employees who are newly hired or promoted shall serve a probationary period of twelve (12) months. Individuals appointed as Communications Dispatcher Trainee or initial hire Communications Dispatcher shall serve a probationary period of eighteen (18) months.

ARTICLE 33 – RE-OPENER

The parties agree to meet to discuss the specific details of the Wellness Program to clearly define the program upon Council's approval of this MOU.

ARTICLE 34 - PERFORMANCE EVALUATIONS

Except as modified herein, performance evaluations shall be governed by Municipal Code Chapter 2.36, Salaries, and Administrative Policy Number 30-05, issued on January 15, 1992 and as revised on January 19, 1998.

The parties have met and conferred in good faith and reached agreement upon procedures for the development and issuance of performance evaluations. True and correct copies of the agreed upon procedures are contained herein as Article 26, Salaries, 10-Step Merit Based Performance System, Sections 1 through 8. Alleged violations of these procedures shall be grievable in accordance with procedures set forth in Article 8, Grievance and Disciplinary Appeal Procedure of this MOU. This provision shall not, in any way, be construed to allow the content of the performance evaluation to be grieved.

It is the intent of the City that employees shall receive routine performance appraisals. Merit increases are earned for meritorious performance. However, if a unit employee who is due a performance evaluation that includes a possible merit increase, does not receive their performance evaluation within sixty (60) calendar days after the date of their annual evaluation date, the merit increase shall process retroactive to the date of the employee anniversary date for merit increase consideration. The employee is to notify their supervisor and Human Resources at the time that the sixty (60) days has been exceeded. A personnel action form will be completed and the merit increase made retroactive to the anniversary date.

ARTICLE 35 - DUTY HOURS/ALTERNATIVE SCHEDULE

Except as modified herein, Duty Hours shall be governed by Personnel Rule XI, Attendance and Leaves, Sec. 5, Hours of Work, of the Personnel Rules and Regulations of the City of Monterey Park.

Effective April 1, 2014, City Hall shall re-open Fridays as an 8 hour work day, implement a 9/80 work schedule, and a 40 hour weekly work schedule will be restored.

1. Actual hours for City Hall operations and off-site facilities are to be determined at the sole discretion of the Department Director as approved by the City Manager.
2. The Department Director, at his/her sole discretion, shall retain the right to maintain an employee on a 5/40 schedule if she/he determines such schedule necessary for customer service.
3. Individual employee's hours will be scheduled at the sole discretion of the Department Director based on the needs of the Department.
4. Scheduling of an individual's "flex day" associated with the 9/80 schedule shall be determined at the sole discretion of the Department Director.
5. Department Directors shall have full latitude and authority to establish and/or change any individual's schedule depending on the needs of the Department.
6. "Holidays" are defined as nine (9) hours in duration or if a holiday lands on a Friday, Saturday, or Sunday the employees holiday bank shall be credited eight (8) hours as described in the following paragraph.

An employee working on an alternative schedule will be required to use accrued time (with the exception of "sick time") to make up any difference between nine (9) hours holiday and the actual number of hours they are regularly scheduled to work that "holiday" day.
7. An employee will be required to utilize the exact number of hours associated with their schedule for any requested work shifts off (i.e., 9 hours for vacation, comp. sick, and/or holiday time).
8. Individual employees may request to maintain a 5/40 schedule (i.e. Monday - Friday). The decision of the Department Director to grant or deny such a request is not subject to appeal or further review.
9. Effective upon implementation of this MOU, in addition to the 5/40 and 9/80 work schedule, other alternative schedules (e.g. 4/40 or 3/12) work schedules may be considered for unit members assigned to the Police Department and who work in divisions that are scheduled on a 24/7 basis. Any such consideration is subject to all the provisions listed above and a showing that such schedule positively impacts scheduling, overtime and productivity. Implementation of any alternative schedule is subject to the approval of the Chief of Police and agreement by the City Manager. The Chief of Police and/or the City Manager shall have full discretion to approve, disapprove, continue or discontinue any alternative schedule (e.g., 9/80, 4/40, 3/12) with or without cause and with or without notice.

ARTICLE 36 - ISSUES COMMITTEE

In the interest of fostering and continuing a spirit and atmosphere of harmonious employer-employee relationships, an Issues Committee shall be formulated for the purpose of meeting with the Director of Human Resources and Risk Management during the term of this MOU to discuss employee relations matters as they relate to the best implementation of this MOU. The recommendations of the Committee shall be advisory only and the Committee and Director of Human Resources/Risk Management shall meet at least semi-annually. Other members of the City's Executive Management team may be invited to attend. Additional meetings may be scheduled at the request of either party.

ARTICLE 37 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

The City agrees to provide a copy of the agenda of all meetings of the City Council and the Personnel Board. Said notice will be mailed to the office of the Union and forwarded to a designated Union Representative or other member of the Union following publication of the final agenda.

ARTICLE 38 - GENERAL PROVISIONS

- A. This Memorandum shall not in any way interfere with the obligations of the parties hereto to comply with the State and Federal laws, or of any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of the Memorandum should be affected by State or Federal laws, or if any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the Memorandum shall not otherwise be affected thereby.
- B. The parties acknowledge that during the meeting and conferring in good faith, which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of meeting and conferring, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this Memorandum.

Therefore, the City and the Union, for the life of this Memorandum, each voluntarily and unqualifiedly waives the right, and each agrees, that the other party shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this Memorandum, or with respect to any subject or matter not specifically referred to or covered in this Memorandum, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they met and conferred or signed this Memorandum.

- C. The parties hereto agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in the Union, or because of race, color, creed, or national origin. The City further agrees that there shall be no discrimination against any employee because of race, age, sex, religious creed, color, physical disability, mental disability, medical condition, marital status, sexual orientation, national origin, ancestry and political/union activity.
- D. The parties hereto agree that this Memorandum cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing, or as set forth in Article 39. However, should the City grant a wage increase or modify benefits for any other Recognized Employee Group not contained in that group's existing memorandum of understanding on or before the end of this Memorandum of Understanding, then the City agrees that said changes will be discussed between the parties hereto.
- E. Subject to the agreements reflected in side letters 1-2 contained in Attachment C, this agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments, and practices.
- F. In the event, at the end of this contract, a new bargaining unit is formed and recognized by the City Council, then those classifications currently represented by the Union will be represented by the new bargaining unit.

ARTICLE 39 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for a basic term commencing July 1, 2015 and ending June 30, 2017, and shall continue in effect from year to year thereafter, unless or until terminated. This Memorandum may be terminated as of the end of the initial term or any subsequent contract period by either party giving written notice to the other not less than sixty (60) calendar days prior to the termination date. Any amendment to this Memorandum, in order to be effective at the end of the basic term or any subsequent term, may be proposed by either party in a letter given to the other party at least sixty (60) days prior to the end of the basic term, or subsequent term, and a conference shall be held within thirty (30) days following the receipt of such notice. During such meeting and conferring, the Articles of the Memorandum shall continue in effect.

ADDENDUM A**SEIU 2015-2017 SALARY TABLE**

Effective date: 10/01/12

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Account Clerk	6	3257	3338	3422	3507	3595	3685	3777	3872	3968	4167
Accountant	34	4699	4816	4937	5060	5187	5316	5449	5585	5725	6011
Administrative Aide	11	4098	4201	4306	4413	4524	4637	4753	4871	4993	5243
Animal Control Officer	8	3553	3642	3733	3826	3922	4020	4120	4223	4329	4545
Animal Control Supervisor	13	4566	4680	4797	4917	5040	5166	5295	5427	5563	5841
Assistant Planner	14	4838	4959	5083	5210	5340	5473	5610	5750	5894	6189
Assistant Storekeeper	7	3392	3477	3564	3653	3744	3838	3934	4032	4133	4340
Associate Planner	43	5492	5629	5770	5914	6062	6214	6369	6528	6691	7026
Auto Shop Technician	22	3561	3650	3741	3834	3930	4029	4129	4233	4338	4555
Building Clerk	7	3392	3477	3564	3653	3744	3838	3934	4032	4133	4340
Building Codes Technician	7	3392	3477	3564	3653	3744	3838	3934	4032	4133	4340
Building Inspector	42	5411	5547	5685	5828	5973	6123	6276	6432	6593	6923
Building Trades Technician	29	4218	4323	4431	4542	4656	4772	4891	5014	5139	5396
Cement Finisher	25	3828	3924	4022	4122	4225	4331	4439	4550	4664	4897
Child Care Assistant	6	3257	3338	3422	3507	3595	3685	3777	3872	3968	4167
Child Care Coordinator	11	4098	4201	4306	4413	4524	4637	4753	4871	4993	5243
Civil Engineering Assistant	16	5253	5385	5519	5657	5799	5944	6092	6245	6401	6721
Civil Engineering Technician	13	4566	4680	4797	4917	5040	5166	5295	5427	5563	5841
Code Enforcement Officer	12	4324	4432	4543	4657	4773	4892	5015	5140	5269	5532
Communication Dispatcher	37	4464	4576	4690	4807	4927	5051	5177	5306	5439	5711
Communications Dispatcher Trainee	33	3689	3781	3876	3973	4072	4174	4278	4385	4495	4719
Community Participation Coordinator	15	5127	5255	5386	5521	5659	5801	5946	6094	6247	6559
Community Service Officer	45	3547	3636	3727	3820	3916	4013	4114	4217	4322	4538

Community TV Producer	11	4098	4201	4306	4413	4524	4637	4753	4871	4993	5243
Consumer Service Rep.	23	3989	4089	4191	4296	4403	4513	4626	4742	4860	5103
Crew Leader	29	4218	4323	4431	4542	4656	4772	4891	5014	5139	5396
Cross Connection Control Inspector	40	4970	5094	5221	5352	5486	5623	5763	5908	6055	6358
Dial-A-Ride Dispatcher	45	3547	3636	3727	3820	3916	4013	4114	4217	4322	4538
Dial-A-Ride Driver	17	2322	2380	2440	2501	2563	2627	2693	2760	2829	2971
Economic Develop. Specialist	16	5253	5385	5519	5657	5799	5944	6092	6245	6401	6721
Electrician	13	4566	4680	4797	4917	5040	5166	5295	5427	5563	5841
Equip. Serv. Specialist	22	3561	3650	3741	3834	3930	4029	4129	4233	4338	4555
Equipment Mechanic	29	4218	4323	4431	4542	4656	4772	4891	5014	5139	5396
Evidence Officer	44	3830	3926	4024	4124	4227	4333	4441	4552	4666	4900
Financial Services Technician	12	4324	4432	4543	4657	4773	4892	5015	5140	5269	5532
Fire Prevention Permit Technician I	10	3897	3994	4094	4197	4301	4409	4519	4632	4748	4985
Fire Prevention Permit Technician II	12	4324	4432	4543	4657	4773	4892	5015	5140	5269	5532
Fire Safety Specialist	15	5127	5255	5386	5521	5659	5801	5946	6094	6247	6559
Irrigation Specialist	22	3561	3650	3741	3834	3930	4029	4129	4233	4338	4555
Jailer	3	3749	3843	3939	4038	4139	4242	4348	4457	4568	4797
Librarian	14	4838	4959	5083	5210	5340	5473	5610	5750	5894	6189
Library Circulation Services Supervisor	9	3718	3811	3906	4004	4104	4206	4311	4419	4530	4756
Library Clerk	6	3257	3338	3422	3507	3595	3685	3777	3872	3968	4167
Library Technician	9	3718	3811	3906	4004	4104	4206	4311	4419	4530	4756
Maintenance Worker	20	3389	3474	3561	3650	3741	3835	3930	4029	4129	4336
Park Maint. Worker	20	3389	3474	3561	3650	3741	3835	3930	4029	4129	4336
Park Maintenance Crew Leader	11	4098	4201	4306	4413	4524	4637	4753	4871	4993	5243
Park Maintenance Lead Worker	26	3922	4020	4120	4223	4329	4437	4548	4662	4778	5017
Permit Technician I	10	3897	3994	4094	4197	4301	4409	4519	4632	4748	4985
Permit Technician II	12	4324	4432	4543	4657	4773	4892	5015	5140	5269	5532
Plan Checker	41	5794	5938	6087	6239	6395	6555	6719	6887	7059	7412
Police Clerk	4	3292	3375	3459	3546	3634	3725	3818	3914	4012	4212
Police Officer Recruit	1S(1)	4289									

Police Records Management Technician	12	4324	4432	4543	4657	4773	4892	5015	5140	5269	5532
Pool Maint. Worker	20	3389	3474	3561	3650	3741	3835	3930	4029	4129	4336
Program Coordinator	11	4098	4201	4306	4413	4524	4637	4753	4871	4993	5243
Public Works Inspector	35	4840	4962	5086	5213	5343	5477	5613	5754	5898	6193
Public Works Technician	11	4098	4201	4306	4413	4524	4637	4753	4871	4993	5243
Revenue Collection Specialist	46	2954	3027	3103	3181	3260	3342	3425	3511	3599	3779
Secretary (non-conf)	10	3897	3994	4094	4197	4301	4409	4519	4632	4748	4985
Senior Account Clerk (non-conf)	10	3897	3994	4094	4197	4301	4409	4519	4632	4748	4985
Senior Clerk Typist (non-conf)	6	3257	3338	3422	3507	3595	3685	3777	3872	3968	4167
Senior Library Clerk	8	3553	3642	3733	3826	3922	4020	4120	4223	4329	4545
Senior Maintenance Worker	33	3689	3781	3876	3973	4072	4174	4278	4385	4495	4719
Sr. Water Production System Operator	40	4970	5094	5221	5352	5486	5623	5763	5908	6055	6358
Storekeeper/Buyer	10	3897	3994	4094	4197	4301	4409	4519	4632	4748	4985
Support Services Superv.	15	5127	5255	5386	5521	5659	5801	5946	6094	6247	6559
Water Distribution Crew Supervisor	40	4970	5094	5221	5352	5486	5623	5763	5908	6055	6358
Water Distribution Lead Worker	27	4289	4396	4506	4618	4734	4852	4974	5098	5225	5487
Water Production System Operator	27	4289	4396	4506	4618	4734	4852	4974	5098	5225	5487
Water Utility Maintenance Worker	21	3620	3711	3803	3898	3996	4096	4198	4303	4411	4631

ADDENDUM B

PERSONNEL SYSTEM RULES AND REGULATIONS

RULE XV. DISCIPLINARY PROCEEDINGS

Sec. 1 Disciplinary Action:

Disciplinary action may be imposed upon any employee in the competitive service for any of the causes set forth in this Rule. For the purpose of this section, "disciplinary action" (hereafter "action") shall mean suspension without pay for a period not in excess of thirty (30) calendar days, reduction in class or position, or any combination thereof, or dismissal from the service.

Sec. 2 Cause for Disciplinary Action:

Any of the following shall be cause for the imposition of disciplinary action:

- a. Incompetence or inefficiency in the performance of the employee's duties;
- b. Insubordination;
- c. Inattention to or dereliction of duty;
- d. Discourteous, abusive, or threatening treatment of the public or other employees;
- e. Failure to disclose material facts or the making of any false or misleading statement on any application, examination form, or other official document of the city;
- f. Appearing for work under the effects of alcohol or drugs or using alcohol or drugs illegally while on duty;
- g. Negligent or willful conduct by an employee which results in, or causes, damage to public property or waste of public supplies;
- h. Conduct during or outside duty hours which casts discredit on the service or the City or which may reasonably be expected to result in casting such discredit on the service or the City;
- i. Garnishment of earnings for more than one indebtedness;
- j. Absence without leave;
- k. Excessive unexcused absences or tardiness;

- l. Failure to report for physical or mental health examination after due notice;
- m. Dishonesty;
- n. Soliciting, taking or accepting a fee, gift, or other thing of value in the course of the employee's work or in connection with it;
- o. Habitual drunkenness;
- p. Addiction to the use of narcotics;
- q. Final conviction of any criminal offense involving moral turpitude. A plea or verdict of guilty, or a plea of nolo contendere shall be deemed to be a final conviction within the meaning of this Section;
- r. Violation of any lawful or official regulation or order; and
- s. Violation of the provisions of the Municipal Code of these Rules.

Sec. 3 Imposition of Disciplinary Action:

Such action may be imposed upon an employee only as follows:

- a. The Department Head shall give written notice to the employee and the City Manager of the cause or causes for such action, together with a narrative statement of the facts purporting to establish the basis for the action as proposed;
- b. The City Manager shall conduct an informal hearing to allow the Department Head and the employee to present any competent and relevant evidence tending to prove or disprove the facts upon which the action is based, and shall give at least 10 days written notice of such hearing to the employee.
- c. Thereafter, based upon the evidence so presented, if the City Manager finds that there is substantial evidence to support the charges as made, and that based thereon, the disciplinary action proposed is warranted, he shall approve the same; provided that the City Manager may modify the same, based upon the evidence presented, by increasing or decreasing the severity of the action as proposed.

The City Manager shall give the employee, Department Head, and Personnel officer written notice of his decision, which shall be final and conclusive in the absence of an appeal, taken in the time and manner hereinafter provided.

Sec. 4 Appeals:

An employee as to whom disciplinary action has been taken shall have the right to appeal the City Manager's decision to the Personnel Board, in the time and manner

hereinafter set forth. All such appeals shall be in writing and shall be filed with the Personnel Officer on or before 5:00 p.m. of the 10th day following the giving of notice of the City Manager's decision. For the purpose of this Rules, the date of the "giving of notice" shall be either the date of personal service upon the employee, or the date that such notice was placed in the course of transmission of the United States Postal Service. Failure for any reason to file an appeal within the time permitted shall be conclusively deemed to be an acceptance of the City Manager's decision.

Upon receipt of a timely appeal, the Personnel Officer shall set the matter for hearing before the Personnel Board, as expeditiously as is possible and shall give the appealing party and any other person requesting the same, written notice of the time and place of the hearing to be held before the Personnel Board upon such appeal.

Sec. 5 Action of the Board:

At the time set for such hearing, the Board, de novo, shall hear and consider the evidence presented on behalf of the appointing authority which purportedly constitutes the grounds for the disciplinary action taken. The employee shall be given the right of cross-examination of any witness so called. Therefore, the employee shall be given a reasonable opportunity to present any competent and relevant evidence and be heard, personally or through an attorney or other person, employed at such employee's expense, in a representative capacity.

Proceedings before the Board need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall observe the substance of the rules of evidence, to the end that the matter may be fully heard and determined upon reliable evidentiary matter.

The City Attorney shall rule on all questions pertaining to procedure, in connection with hearings held before the Board, provided that the Board shall retain the right to overrule the City Attorney on any determination made by him, by a majority vote.

In all such appeal hearings, the burden of proof shall be upon the employee to show that the action taken was arbitrary, unreasonable, capricious, or not in accordance with these Rules and other applicable laws.

The Board, after hearing, shall affirm, reverse or modify the decision appealed from, provided, however, that the Board shall not increase the severity of the penalty imposed by the City Manager. The Secretary of the Board shall give written notice to the employee, the City Manager, and the Department Head of its determination. Such determination shall be final and conclusive.

ADDENDUM C

City of Monterey Park JURY SERVICE GUIDELINES

Pursuant to Personnel Rule XI, Section 3a, Jury Duty and specific language as contained in various Memoranda of Understanding (MOU) between the City and employee organizations, regular employees of the City of Monterey Park are entitled to up to ten (10) days of salary and benefits during each fiscal year while serving on jury duty.

It is the expectation of the City that the hours an employee is required to be present at court for jury duty be equivalent to the number of hours required for their regularly assigned shift. For example, if an employee regularly works 8:00 a.m. to 5:00 p.m. Wednesday through Sunday and the Court requires them to be present from 8:45 a.m. to 4:30 p.m., the City would not expect the employee to report to work either prior to or following that jury duty service day, as the hours are basically equivalent, particularly when taking commute time into consideration. An employee so scheduled would be required to work their regular shift Saturday and Sunday, assuming court was not in session those days.

If the jury duty hours are not equivalent, such as in the case where an employee, working an 8 - 5 Wednesday - Sunday schedule is required to report to court at 10:00 a.m., then the City would expect the employee to report for duty at 8:00 a.m. Naturally, common sense would dictate that traffic realities and other commute factors be taken into consideration in the department's determination to require the employee to report to work.

In cases where an employee works afternoon or evening hours, such as 12:00 p.m. to 8:30 p.m., the employee may be required to report to work following their jury duty day if the hours spent on jury duty are not equivalent to their regular work shift. The hours the employee would be required to work would not exceed the number of hours required to fulfill a normally scheduled shift.

In determining the number of hours an employee spends on jury duty, actual hours present at court plus commute time should be considered.

An employee's supervisor may require periodic communication in order to determine the employee's status. Documentation may also be required from the employee regarding Court report and release time.

At the Manager's discretion, an employee may be allowed to utilize accrued time (comp, vacation, holiday) in lieu of reporting to work to complete their hours if, in the manager's opinion, that decision is more reasonable than requiring the employee to report to work.

As in many situations such as this, it is difficult to produce a policy that addresses all variations in circumstances. The above is provided as a guideline and each case should be considered individually within these guidelines.

One "bottom-line" remains: the City expects a full day's effort for a full day's pay.



ADDENDUM D

Memorandum

DATE: June 4, 2014

TO: Tom Cody, Director of Human Resources and Risk Management

FROM: Michael A. Huntley, Director of Community and Economic Development

RE: Major Project Schedule and Potential Building Permit Revenue

The following information is intended to provide the best estimation of projected Building Permit revenue for the five most significant projects currently being processed by the City. These five projects were selected since they will not only generate Building Permit revenue, but also potential property tax, sales tax and transient occupancy tax revenue to the city. It should be noted that some of the projects may generate one or more of the taxes mentioned above. Attached to this memorandum is a Project Schedule that identifies the projected timing of each project based on the most recently information provided by the applicants.

AG HOTEL

Hotel-Type 1-A/1-B@ \$200 per Sq. Ft. x 91,257 Sq. Ft. = \$18,251,400.00
Restaurant-Type 1-A/1-B@ \$200 per Sq. Ft. x 12,658 Sq. Ft. = \$2,531,600.00
Apartments-Type 111-BN-B Masonry@ \$130 per Sq. Ft. x 86,982 Sq. Ft. = \$11,307,660.00
Retail-Type 1-A/1-B@ \$180 per Sq. Ft. x 1,488 Sq. Ft. = \$267,840.00
Parking -Type 1-A/1-B @ \$75 per Sq. Ft. x 100,000 Sq. Ft. = \$7,500,000.00
Residential Air Condition Equipment Valuation@ \$3.50 per Sq. Ft. x 178,239 Sq. Ft. = \$623,836.50
Commercial Air Condition Equipment Valuation @ \$4.50 per Sq. Ft. x 14,146 Sq. Ft. = \$63,657.00
Fire Sprinkler Equipment Valuation @ \$3.00 per Sq. Ft. x 292,385 Sq. Ft. = \$877,155.00
Total Building Valuation: \$41,423,148.50

Building Permit Fee: \$456,297.00 (Based on the Building Valuation above)

Strong Motion Tax: \$8,698.86

State Green Fee: \$1,657.00

Records Management Fees: \$41,423.15

General Plan Revision: \$82,846.30

Safety Impact: \$446,333.20

Park Fee: \$192,385.00

Total: \$1,229,640.51

MARRIOTT HOTEL

Hotel-Type 1-A/1-B@ \$200 per Sq. Ft. x 180,000 Sq. Ft. = \$36,000,000.00
Restaurant-Type 1-A/1-B@ \$200 per Sq. Ft. x 12,000 Sq. Ft. = \$2,400,000.00
Retail-Type 1-A/1-B@ \$180 per Sq. Ft. x 6,400 Sq. Ft.: \$1,152,000.00
Parking-Type 1-A/1-B@ \$75 per Sq. Ft. x 100,000 Sq. Ft. = \$7,500,000.00
Residential Air Condition Equipment Valuation@ \$3.50 per Sq. Ft. x 180,000 Sq. Ft. = \$630,000.00
Commercial Air Condition Equipment Valuation @ \$4.50 per Sq. Ft. x 18,400 Sq. Ft. = \$82,800.00
Fire Sprinkler Equipment Valuation @ \$3.00 per Sq. Ft. x 298,400 Sq. Ft. = \$895,200.00
Total Building Valuation: \$48,660,000.00

ADDENDUM D

Building Permit Fee: \$583,733.00 (Based on Building Valuation above)

Strong Motion Tax: \$10,218.60
State Green Fee: \$1,947.00
Records Management Fees: \$48,660.00
General Plan Revision: \$97,320.00
Safety Impact: \$460,288.00
Park Fee: \$198,400.00
Total: \$1,400,566.60

DOUBLE TREE HOTEL

Hotel-Type 1-A/1-8 @ \$200 per Sq. Ft. x 98,000 Sq. Ft. = \$19,600,000.00
Restaurant-Type 1-A/1-8 @ \$200 per Sq. Ft. x 3,500 Sq. Ft. = \$700,000.00
Retail-Type 1-A/1-8 @ \$180 per Sq. Ft. x 1,500 Sq. Ft. = \$270,000.00
Parking-Type 1-A/1-8 @ \$75 per Sq. Ft. x 100,000 Sq. Ft. = \$7,500,000.00
Residential Air Condition Equipment Valuation@ \$3.50 per Sq. Ft. x 98,000 Sq. Ft. = \$343,000.00
Commercial Air Condition Equipment Valuation@ \$4.50 per Sq. Ft. x 5,000 Sq. Ft. = \$22,500.00
Fire Sprinkler Equipment Valuation@ \$3.00 per Sq. Ft. x 203,000 Sq. Ft. = \$609,000.00
Total Building Valuation: \$29,044,500.00

Building Permit: \$352,608.00 (Based on Building Valuation above)

Strong Motion Tax: \$6,099.35
State Green Fee: \$1,162.00
Records Management Fees: \$29,044.50
General Plan Revision: \$58,089.00
Safety Impact: \$238,960.00
Park Fee: \$103,000.00
Total: \$1,027,922.85

Market Place - HOME DEPOT (based on a previous estimate from 2012)

Retail-Type 1-A/1-8@ \$180 per Sq. Ft. x 107,571 Sq. Ft. = \$19,362,780.00
Commercial Air Condition Equipment Valuation@ \$4.50 per Sq. Ft. x 107,571 Sq. Ft. = \$484,069.50
Fire Sprinkler Equipment Valuation@ \$3.00 per Sq. Ft. x 135,682 Sq. Ft. = \$407,046.00
Garden Center-Type V@ \$130 per Sq. Ft. x 28,111 Sq. Ft. = \$3,654,430.00
Total Building Valuation: \$21,756,905.50

Building Permit Fee: \$320,889.00 (Based on Building Valuation above)

Strong Motion Tax: \$5,698.45
State Green Fee: \$1,086.00
Records Management Fees: \$27,135.46
General Plan Revision: \$54,270.91
Safety Impact: \$314,712.64
Park Fee: \$135,652.00
Total: \$859,426.46

Note: The Market Place is an entitled 500,000 square foot regionally commercial shopping center including three development phases and numerous commercial, retail, service and restaurant uses. The Home Depot was selected because it is the major anchor for the new commercial shopping center; is committed to locate at the center; and is the farthest along with conceptual construction plans.

ADDENDUM D

TOWNE CENTER (based on previously built fees from original time of application)

Residential Component:

Apartments- Type 1-A/1-8@ \$150 per Sq. Ft. x 142,050 Sq. Ft. = \$21,307,500.00
Residential Air Condition Equipment Valuation @ \$3.50 per Sq. Ft. x 142,050 Sq. Ft. = \$497,175.00
Fire Sprinkler Equipment Valuation@ \$3.00 per Sq. Ft. x 142,050 Sq. Ft. = \$426,150.00
Swimming Pools- Residential Pool@ \$70 per Sq. Ft. x 450Sq. Ft. = \$31,500.00
Total Building Valuation: \$22,262,325.00

Building Permit Fee: \$268,406.00
Strong Motion Tax: \$2,226.23
State Green Fee: \$891.00
Records Management Fees: \$22,262.33
General Plan Revision: \$44,524.65
Safety Impact: \$329,556.00
Park Fee: \$76,300.00
Total: \$744,166.21

Commercial Component:

Retail-Type I or II F.R. @ \$140 per Sq. Ft. x 78,583 Sq. Ft. = \$11,001,620.00
Parking- Type I or II F.R. @ \$50 per Sq. Ft. x 249,772 Sq. Ft. = \$12,488,600.00
Commercial Air Condition Equipment Valuation @ \$4.50 per Sq. Ft. x 78,583 Sq. Ft. = \$353,623.50
Fire Sprinkler Equipment Valuation@ \$3.00 per Sq. Ft. x 328,355 Sq. Ft. = \$985,065.00
Total Building Valuation: \$24,828,908.50

Building Permit Fee: \$134,585.00
Strong Motion Tax: \$5,214.07
State Green Fee: N/A
Records Management Fees: \$24,828.91
General Plan Revision: \$49,657.82
Safety Impact: \$173,668.43
Park Fee: \$78,583.00
Total: \$466,537.23

Note: All of the above fee estimates are only for Building Permit and mandated impact fees. Electrical, Mechanical and Plumbing Permit and Plan Check fees are not included since they are based on a fixture count. All other City plan check/permit fees (e.g., Water Division, Public Works Department, Fire Department etc.), impact fees and outside agency fees are also not included in this estimate because they assess their fees individually as separate departments/agencies based on their review.




ARTICLE 40 - CITY COUNCIL APPROVAL

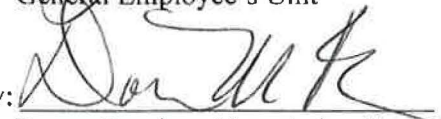
It is, however, the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or effect whatsoever unless or until ratified by the City Council of the City of Monterey Park. "Date of Implementation" shall be defined as the date the City Council ratifies this Memorandum of Understanding.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this ____ day of October, 2015.

SERVICE EMPLOYEES' INTERNATIONAL
UNION, LOCAL 721.

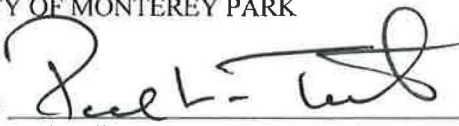
By: 
Jesse Hernandez, President
General Employee's Unit

By: 
Michael Eott, Negotiating Team Member
General Employee's Unit

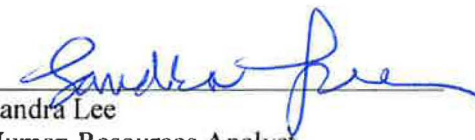
By: 
Donna Ramirez, Negotiating Team Member
General Employee's Unit

By: 
Diane Vivona-Saiz, Negotiating Team Member
General Employee's Unit

CITY OF MONTEREY PARK

By: 
Paul Talbot
City Manager

By: 
Tom Cody, Director
Human Resources & Risk Management

By: 
Sandra Lee
Human Resources Analyst

City of Monterey Park

July 1, 2015, through June 30, 2017



SEIU Local 721

1545 Wilshire Blvd Ste 100

Los Angeles CA 90017-4510

Questions? Call the Member Connection (877) 721-4YOU

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