RESOLUTION NO. 2025-R67

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEARS 2025-2028 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 721.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1: City representatives, approved by the City Council, and representatives from the Monterey Park Service Employees' International Union, Local 721 ("SEIU") met and conferred regarding wages, hours and other terms and conditions of employment for contract years 2025-2028.

SECTION 2: Following such negotiations, the representatives drafted a successor Memorandum of Understanding ("MOU") for fiscal years 2025-2028. A copy of that MOU is attached as Exhibit "A," and is incorporated by reference.

SECTION 3: Following a vote of its membership, SEIU informed the City that its members had ratified the MOU.

SECTION 4: After reviewing the MOU, the City Council finds that it is in the public interest to approve it retroactively effective July 1, 2025. Accordingly, the City Manager is authorized to execute the MOU in a form approved by the City Attorney.

SECTION 5: *Severability*. If any part of this Resolution or its Application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

Electronic Signatures. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 6: *Electronic Signatures*. This Resolution may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 7: *Construction*. This Resolution must be broadly construed to achieve the purposes stated in this Resolution. It is the City Council's intent that the provisions of this Resolution be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Resolution.

SECTION 8: *Effective Date*. This Resolution will become effective immediately upon adoption.

SECTION 9: The Mayor, or presiding officer, is authorized to affix its signature to this Resolution signifying its adoption by the City Council, and the City Clerk, or its duly appointed deputy, is directed to attest.

PASSED AND ADOPTED this 6th day of August, 2025.

Vinh T. Ngo, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:
Karl H. Berger, City Attorney

By:
Zachery A. Lopes, Deputy City Attorney

State of California)
County of Los Angeles) §
City of Monterey Park)

I, Maychelle Yee, City Clerk of the City of Monterey Park, California, do hereby certify that the foregoing Resolution No. 2025-R67 was duly and regularly adopted by the City Council of the City of Monterey Park at a regular meeting held on the 6th day of August, 2025, by the following vote:

Ayes:	Council Members:	Wong, Sanchez, Lo, Yang, Ngo
Noes:	Council Members:	None
Absent:	Council Members:	None
Abstain:	Council Members:	None
Recusal:	Council Members:	None

Dated this 6th day of August, 2025.

Maychelle Yee, City Clerk
Monterey Park, California

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK

and

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721

July 1, 2025, to June 30, 2028

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PREAMBLE

This Memorandum of Understanding ("MOU") has been prepared in accordance with the California Government Code §3500. 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" or "SEIU", have reached this MOU pursuant to meeting and conferring in good faith.

ARTICLE 1 – SCOPE OF MEMORANDUM OF UNDERSTANDING

It is the intent and purpose of this MOU 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

The City hereby exclusively recognizes and acknowledges SEIU as the recognized employee organization representing all employees in the General Unit ("Unit") for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

The classifications in the unit and hereby covered under this MOU are listed in Appendix A.

ARTICLE 3 – MANAGEMENT RIGHTS

To ensure the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this MOU, 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 employees for just cause
- To expand or diminish services
- To subcontract for any work or operations

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- 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

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 MOU, Personnel Rules and Regulations, or Salary Resolutions.

ARTICLE 4 – UNION RIGHTS

Section 4.1 Meet and Confer

The Union may, by any reasonable method, select up to five (5) employees in the unit to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during their regular duty or work hours, without loss of time, compensation or benefits, provided that:

- No employee shall leave their duties, workstation, or assignment without specific approval by an authorized department management official.

- Any such meeting is subject to scheduling by an authorized department management official so as to avoid excessive interference with, or interruption of, assigned work schedules or work performance.

Such employees, after being excused from their regular assigned duties, will be permitted to take reasonable time to discuss terms and conditions of employment. Said employee(s), if on duty, shall be paid for such reasonable time by the City at the same rate of pay for regular work; however, no overtime will be paid for any time spent as set forth above.

Section 4.2 Access to Worksite

Union representatives, after permission is granted by the Department Director or designee (if, however, said parties are not available, then permission must be obtained from the City Manager or designee) may enter worksites for the purpose of transacting business of the Union; provided, however, that such business does not excessively interfere with the work of the employees or City operations.

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Section 4.3 Union Officers, Representatives, and Stewards

A written list of the union officers, representatives, and stewards shall be furnished to the City immediately after their designation and the Union shall notify the City promptly in writing of any changes to such list.

Section 4.4 Union Membership

All employees in the unit shall have the right to join the union, or to refuse/refrain from joining said organization.

A. Union Membership Dues

Any employee of the unit who is a member of the union, or who has applied for membership, must sign an authorization for payroll deduction of membership dues for the Union. The employer will honor employee authorizations for dues deductions as required by provisions of the Government Code. The authorizations will be maintained by the Union.

B. Maintenance of Membership

Such authorization for union membership shall continue in effect for the duration of this MOU. Any employee who is or becomes a member of SEIU on or by the effective date of this MOU, or at any time subsequent to the effective date of this MOU, shall also be required to maintain such membership in good standing with SEIU, including payroll deductions for union dues, for the duration of this MOU.

Employees may opt to terminate such membership in SEIU in accordance with their sighed membership agreement with the Union.

Section 4.5 Payroll Deductions

With respect to all sums deducted by the City, whether for union membership dues or other voluntary contributions/payments as applicable, the City agrees to electronically remit such monies to the Union within seven (7) business of a payroll cycle. The remittance shall be accompanied by an electronic list of all current employees in the unit, which indicates the effective date(s) of the remittance, each employee's name, employee identification number, hourly rate of pay, and amount(s) being remitted on behalf of each employee. This information shall be sent in Excel format to dues@seiu721.org within seven (7) business days of each payroll cycle.

Each pay period, the Union shall provide the employer with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE amounts, and other deductions and the deduction amounts.

At the beginning of each month, the City shall also send the Union an electronic list indicating any changes in personnel, employment status (including but not limited to promotion, demotion, transfer, reclassification, retirement, or separation from service), or personal information from the most recent list provided in accordance with Section 4.6 – Reporting Requirements.

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Section 4.6 Reporting Requirements

1. The Union agrees to furnish any information needed by the City to fulfill the provisions of this article.

2. Within thirty (30) days, or the first pay period of the month, following hire and in the first week of January, April, July, and October of each year, the City will provide the Union with the following information for each employee in the unit:

    - Name
    - Employee Identification Number or last four of Social Security Number
    - Job Classification
    - Salary Step
    - Rate of Pay
    - Date of Hire
    - Home Address
    - Mailing Address (if different)
    - Home Phone Number
    - Personal Cell Phone Number (if known)
    - Personal e-mail on file (if any)
    - Worksite Facility/Department
    - Work Address
    - Work Phone Number

    The City agrees to provide such information to the Union in a usable electronic format (preferably Excel).

Section 4.7 Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

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Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the employer by the next full pay period cycle.

Section 4.8 Union Benefits Trust

The employer agrees to allow voluntary payroll deductions, with a dedicated payroll code, for the SEIU Local 721 Benefits Trust (Benefits Trust), for the payment of supplemental benefits which may be offered to Union members. The amount collected on behalf of the Benefits Trust will be forwarded monthly to the Union's administrator of the Benefits Trust.

Section 4.9 Indemnity Clause

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 payroll deductions authorized pursuant to this Agreement including the agency shop provision or any action take by or on behalf of the City in implementing such payroll deductions and the agency shop provision. 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.

Section 4.10 Communications

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

- Union meetings
- Union elections and results
- Recreational and social events
- Official union business

Other written material may be posted with prior approval of the Director of Human Resources/Risk Management or Department Director.

Section 4.11 New Employee Orientations

The City shall notify the Union of all new employees entering the bargaining unit. The City shall provide the Union with no less than ten (10) business days' advance written notice of the new

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employee's date of orientation. Shorter notice may be provided in a specific instance where there is an urgent need that is critical to city operations that was not reasonably foreseeable. Attendance at an orientation shall be mandatory for each new employee. For the purpose of this section, new employees shall be defined to include any employee new to SEIU Local 721, including but not limited to employees entering the unit through new hire, accretion, promotion, or demotion.

The City agrees to provide each new employee with up to one (1) hour of paid release time to meet with their union representative to receive a copy of the most current MOU and be provided with an orientation on the benefits of union membership. The Union's presentation may include written, audio, and/or visual materials provided by the Union. No management representative shall be present during the Union's presentation. If no in-person new employee orientation has occurred within thirty (30) calendar days of an employee's date of hire, the Union shall be allowed to schedule an in-person meeting at the worksite during employment hours, during which a newly hired employee will have the opportunity to attend and shall be relieved of other duties for purposes of attending.

In the event an employee designated as an authorized union representative in Section 4.3 – Union Officers, Representatives, and Stewards provides the orientation, such employee shall also be provided with up to one (1) hour of paid release time per month in which to conduct such orientation. If more than one (1) new employee is hired within the same pay period, reasonable effort shall be made to schedule and conduct the orientations during the same time frame.

The Union shall provide the following for the City to include in their orientation packet to be distributed at the orientation:

- Applications for union membership and COPE
- Copy of the current MOU
- Contact information of the designated union representative(s)

Violations of this section are subject to the grievance procedure outlined in Article 7.

Section 4.12 Use of City Facilities

The Union shall have use of City facilities for membership meetings, upon reasonable advance notice to and approval by the Director of Human Resources/Risk Management or designee. Such use is subject to applicable City regulations and availability. The City will make every reasonable effort to allow union-represented employees to attend the union's general membership meetings which occur every third Wednesday of the month. The Union agrees that general membership meetings shall last 1 hour or less unless prior authorization is received from the City's Director of Human Resources and Risk Management.

The Union agrees to address any denials or other issues of attendance of these monthly Union meetings via the Labor Management Committee.

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Section 4.13 Union Release Time

The Union shall be provided with forty (40) hours of paid release time each fiscal year to allow an employee, who has been designated as a union officer, representative or steward in accordance with Section 4.3, to attend union training and/or meetings. Any unused time at the end of each fiscal year shall not be carried over into the subsequent fiscal year.

This paid release time is for regular work hours only and employees will be required to document use of this time on their time sheet(s).

The Union shall provide the Director of Human Resources/Risk Management and the employee's supervisor with no less than ten (10) business days' advance written notice of the request to use this paid release time. Requests for release time under this section will not be unreasonably denied; however, should the request for release time result in the need for the City to pay additional overtime to provide services, the request may be denied.

ARTICLE 5 – ANTI-STRIKE CLAUSE

The Union hereby agrees that during the term of this MOU, the unit employees, 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.

In the event any employee, or employees, participates in any such activities as set forth above, the Union shall notify such employee(s) so engaged, to cease and desist from such activities and shall instruct said person(s) to return to their normal work assignment and duties.

Employees participating in such activities may be subject to disciplinary action; 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 public health, safety or order.

ARTICLE 6 – DISCIPLINARY APPEALS

Section 6.1 Definition of a Disciplinary Appeal

A disciplinary appeal shall be defined as a formal written objection or challenge to any formal disciplinary action.

Section 6.2 Definition of a Formal Disciplinary Action

A formal disciplinary action shall mean suspension without pay for a period not in excess of thirty (30) calendar days, demotion, or any combination thereof, or termination of employment of a regular employee.

Warnings and written reprimands are not considered formal discipline and therefore not subject to appeal.

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Section 6.3 Just Cause for Disciplinary Action

An employee who has completed an initial probationary period has regular status. Any of the following shall be just cause for the imposition of disciplinary action:

- Incompetence in the performance of the employee's duties
- Insubordination
- Inattention to or dereliction of duty
- Discourteous, abusive, or threatening treatment of the public or other employees
- 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
- Substance abuse or alcohol consumption in violation of City policy, including appearing for work under the effects of alcohol/drugs, using alcohol/drugs while on duty, habitual drunkenness, or addiction to the use of narcotics
- Negligent or willful conduct by an employee which results in, or causes, damage to public property or waste of public supplies
- 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
- Garnishment of earnings for more than one (1) indebtedness
- Attendance issues, such as absence without approved leave and excessive unexcused absences or tardiness
- Failure to report for physical or mental health examination after due notice
- Dishonesty
- Soliciting, taking or accepting a fee, gift, or other thing of significant value in the course of the employee's work or in connection with it
- 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
- Willful violation of any lawful or official regulation, code, rule, or order
- Violation of the Municipal Code, Personnel Rule, Department rule or any other agency rule which has been properly noticed and made available to employees during the course of their employment

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Section 6.4 Progressive Discipline

The City shall use progressive discipline, with the exception of an egregious act on behalf of the employee, and the type of discipline shall be reasonably and fairly administered. Progressive discipline is described as follows:

- Warning

  A warning is generally informal and may be verbal or written. Written warnings include counseling letters issued by a supervisor, manager, or department head. Such counseling letters inform the employee of the nature of the violation and corrective action that should be taken.

  A warning is not formal discipline and not subject to appeal. If an employee objects to the counseling letter, the employee has a right to respond in writing within thirty (30) calendar days of the date of the counseling letter. The employee's response shall be attached to the counseling letter and placed in the employee's file.

- Written Reprimand

  A written reprimand is not formal discipline and not subject to appeal; however, 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 disciplinary 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 disciplinary action. The employee may request the presence of their union representative. The Department Director and/or the employee may request that the Director of Human Resources participate in any scheduled meeting.

  If an employee objects to the written reprimand issued, the employee has a right to respond in writing within thirty (30) calendar days of the date of the written reprimand. The rebuttal shall not change the final disposition by the Department Director; however, the employee's response shall be attached to the written reprimand and placed in the employee's personnel file.

- Suspension Without Pay

  A suspension without pay may be either short-term or long-term.

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A short-term suspension is three (3) workdays or less in duration.

A long-term suspension is four (4) or more workdays in duration. A long-term suspension shall not exceed thirty (30) working days in duration.

An employee may file an appeal if they object to the suspension.

- Demotion

  For disciplinary purposes, an employee may be demoted from their position in one classification to a position in another classification having a lower salary range.

  An employee may file an appeal if they object to the demotion.

- Termination

  Regular employees with permanent status may file an appeal if they object to the termination. Employees on initial probation may be terminated with or without cause and are not eligible for appeal.

Section 6.5 Imposition of Disciplinary Action

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

- The Department Head shall give written notice to the employee and the City Manager of the cause or causes for such disciplinary action, together with a narrative statement of the facts purporting to establish the basis for the disciplinary action as proposed.

- The City Manager shall conduct an informal hearing to allow the Department Head and the employee to present any competent and relevant evidence to prove or disprove the facts upon which the disciplinary action is based. The City Manager shall give at least ten (10) days written notice of such hearing to the employee.

- Based upon the evidence presented at the informal hearing, if the City Manager finds there is substantial evidence to justify and support the disciplinary action as proposed, the City Manager shall approve the disciplinary action. The City Manager may also choose to modify the disciplinary action, based upon the evidence presented, by increasing or decreasing the severity of the disciplinary action as proposed.

- The City Manager shall give the employee, Department Head, and Personnel officer written notice of their decision following the hearing. Such decision shall be final and conclusive in the absence of a timely appeal filed in accordance with Section 6.6 – Appeal Process.

Section 6.6 Appeal Process

Appeals of disciplinary action shall be conducted in accordance with the provisions of this article.

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An employee shall have the right to appeal the City Manager's decision on a formal disciplinary action taken against them to the Personnel Board ("Board"), in the time and manner hereinafter set forth. All such appeals shall be in writing and filed with the Personnel Officer on or before 5:00 P.M. of the tenth (10^{th}) day following the giving of notice of the City Manager's decision. For the purpose of this article, 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 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 Board, as expeditiously as 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 Board upon such appeal.

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 to cross-examine any witness called. The employee shall also be given a reasonable opportunity to present any competent and relevant evidence, call witnesses, and be heard, personally or through an attorney or other representative.

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 the City Attorney, 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 this MOU and other applicable laws.

The Board shall affirm, reverse, or modify the disciplinary action under appeal; however, 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.

Section 6.7 Witnesses

Any employee who is called as a witness for a disciplinary appeal will be granted paid release time, with no loss in compensation or benefits, if they are called during their regular duty hours.

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ARTICLE 7 – GRIEVANCE PROCEDURE

Section 7.1 Definition of a Grievance

A grievance is defined as an alleged violation of a specific provision of this MOU, the City Personnel Rules and Regulations, or of the rules and regulations validly propagated by any department within the City. Grievances shall be processed in accordance with this article.

Matters excluded from the grievance procedure are:

- Performance evaluations
- Verbal or written warnings and reprimands
- Documentation or informal counseling regarding the employee's work performance
- Matters which have their own appeal process, such as formal disciplinary actions
- Unfair labor practices to be adjudicated by the Public Employees Relations Board ("PERB")
- Complaints within the exclusive jurisdiction of state and federal fair employment agencies
- Complaints involving the termination of an initial probationary employee

Disputes regarding jurisdiction (grievability of an issue) shall be subject to resolution by a neutral arbitrator chosen from a list of no less than seven (7) names provided by the State Mediation and Conciliation Services (SMCS). In the event the parties cannot mutually agree upon an arbitrator, the neutral shall be chosen via the striking method with the first strike given to the winner of a coin toss. Each party shall alternately strike a name until only one (1) name remains. The remaining name shall serve as the arbitrator. In the event this person is unable to serve, the previous name remaining shall serve as the arbitrator.

Section 7.2 Procedure

When an employee feels they have been unfairly treated or do not agree with their supervisor on matters that fall within the definition of a grievance, the employee or the Union 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.

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Section 7.3 Time Limits

Time limits between the steps of the grievance procedure may be extended by written mutual agreement of the parties.

Section 7.4 Representation

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

Section 7.5 Witnesses

Any employee who is called as a witness at any level of the grievance process or disciplinary appeal will be granted paid release time, with no loss in compensation or benefits, if they are called during their regular duty hours.

Section 7.6 Process Steps

1. Step 1 – Informal Meeting

   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 Union, or the employee who is initiating the grievance, shall notify the 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 request for an informal grievance meeting.

   The supervisor shall respond in writing to the issues raised in the informal meeting within five (5) calendar days.

2. Step 2 – File Formal Grievance

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

3. Step 3 – Administrative Hearings

   If the Union or the employee does not obtain satisfactory redress from the immediate supervisor, the grievance may be progressed to the administrative level in writing through the administrative organization in the following order:

   - First to the Division Manager

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- Second to the Department Director

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

4. Step 4 – Appeals

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

Such appeals shall be filed in writing with the Director of Human Resources/Risk Management within fifteen (15) calendar days of receipt of the disposition from the final administrative hearing in Step 3.

Upon receipt of the appeal, the Personnel Board shall investigate the complaint as it may deem necessary. The hearing shall be held within twenty (20) calendar days after the appeal is filed.

Whenever a hearing is to be held, the Personnel Officer shall notify the person(s) requesting the hearing of the date, time, and place of the hearing, and shall publicly post a notice of the hearing.

Unless incapacitated, the person(s) making the complaint shall appear personally before the Personnel Board at the hearing and may be represented by any person(s) or attorney they select.

Within thirty (30) calendar days or the next regularly scheduled Personnel Board meeting, whichever is later, after receipt of transcripts, pursuant to this section, the Personnel Board shall certify its findings and decision in writing to the City Council, City Manager, and any other official from whose action the appeal is taken, and to the affected employee.

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

ARTICLE 8 – WORK SCHEDULES AND OVERTIME

Except as modified herein, work schedules and duty hours shall be governed by Section 602.1 – Work Schedules of Personnel Rule 602 – Work Schedules and Attendance, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009, and October 16, 2024.

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Except as modified herein, overtime shall be governed by Section 604.1 – Overtime of Personnel Rule 604 – Overtime and Compensatory Time Off, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009, and October 16, 2024.

Section 8.1 Definition of Work Week

A workweek is a regular recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.

Section 8.2 Work Schedules

Work schedules shall be defined in such a manner as to comply with Fair Labor Standards Act ("FLSA") work period requirements.

The "workweek" for FLSA overtime purposes shall be established in such a manner that no consecutive seven (7) day (168 hours) period shall exceed forty (40) hours.

Management shall maintain the right to schedule employees' workdays, start and end times, establish FLSA "work weeks," and "flex days" on alternative schedules.

The City will consider requests from employees who may request a different work schedule than assigned due to a personal hardship (i.e., childcare, school schedule, elder care, personal medical condition, etc.).

Department Directors shall maintain authority to change an employee's schedule depending on the specific needs of their Department.

1. 5/40 Schedule

   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. A workday is a regular recurring period of eight (8) hours within a twenty-four (24) hour period.

   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.

   The Department Director shall retain the right and sole discretion to maintain an employee on a 5/40 schedule if they determine such schedule necessary for customer service.

2. 9/80 Schedule

   The "9/80" schedule provides eighty (80) scheduled hours in a fourteen (14) day cycle where the employee works:

   - A week of four (4) workdays of nine (9) hours each and one (1) workday of eight (8) hours; and

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- The subsequent week consists of four (4) workdays of nine (9) hours with one (1) day off.

For the "flex day," the day off should be the same day of the week as the eight (8) hour workday in the other week, usually a Friday or Monday. The "workweek" for FLSA overtime purposes shall be established as four (4) hours into the shift of the eight (8) hour day.

3. 4/40 or 4/10 Schedule

The "4/40" (commonly referred to as "4/10") work schedule provides forty (40) scheduled hours in a seven (7) day period and the employee works a period of ten (10) hours within a twenty-four (24) hour period. The "4/10" work schedule may be considered for employees assigned to the Police Department and who work in divisions that are scheduled on a 24/7 basis. Any such consideration is subject to 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 such alternative schedule with or without cause and with or without notice.

4. 3/12 Schedule

The alternative "3/12" work schedule may be considered for employees assigned to the Police Department and who work in divisions that are scheduled on a 24/7 basis.

The "3/12" schedule provides eighty (80) scheduled hours in a fourteen (14) day cycle where the employee works:

- A week of three (3) workdays of twelve (12) hours each and one (1) workday of eight (8) hours; and

- The subsequent week consists of three (3) workdays of twelve (12) hours with one (1) day off.

For the "flex day," the day off should be the same day of the week as the eight (8) hour workday in the other week. The "workweek" for FLSA overtime purposes shall be established as four (4) hours into the shift of the eight (8) hour day.

Any such consideration is subject to 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 such alternative schedule with or without cause and with or without notice.

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Section 8.3 Duty Hours

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

Each employee's duty hours will be scheduled at the sole discretion of the Department Director based on the needs of the Department.

Section 8.4 Overtime Defined

Work performed in excess of forty (40) hours during the regularly scheduled workweek shall be classified as overtime and is subject to Department Director approval.

Work performed during the workweek includes any time off in a paid status during the regularly scheduled workweek, such as vacation, sick leave, holiday, and compensatory time off.

Section 8.5 Payment for Overtime

Unless otherwise provided in this MOU, overtime worked shall be compensated one and one-half (1½) times the employee's base hourly rate.

Section 8.6 Compensatory Time

1. In lieu of cash payment, overtime worked may be compensated by compensatory time, as requested by the employee, in an amount not to exceed two hundred and forty (240) hours at any time.

2. Accumulated compensatory time in excess of forty (40) hours will be paid out in cash on the first payroll date following December 1st of each year.

3. The rate of conversion from overtime to compensatory time shall be at the appropriate rate [i.e., one and one-half (1½) time or double time (2x)] for the overtime worked.

4. Accumulated compensatory time shall be compensated at the employee's regular rate of pay at the time of the cash-out.

Section 8.7 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.

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Section 8.8 Mandatory Rest Period

To minimize the safety concerns which may result from employees working extended shifts and/or hours, employees who actually work sixteen (16) or more hours during a twenty-four (24) consecutive hour period shall be provided a mandatory rest period of no less than eight (8) consecutive hours before being required to return to work. The mandatory rest period shall be calculated from the time of the employee's last hour actually worked.

Mandatory rest periods are unpaid unless the mandatory rest period overlaps with an employee's regularly scheduled work hours. When this occurs, the employee will be paid as though they worked those regularly scheduled hours. Those hours that overlap into the regular work schedule will be documented on the employee's timesheet as Paid Rest Period Leave.

Should an employee desire or need additional time off, in excess of the eight (8) consecutive rest period hours provided, the employee must use the department leave request process to request to use vacation, holiday, or compensatory time off.

ARTICLE 9 – VACATION

Section 9.1 Use of Vacation

All employees, including probationary employees, shall be authorized to utilize vacation time upon accrual.

The times during the calendar year at which an employee may take their 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 service needs of the City.

Section 9.2 Accrual

Commencing the first of the following month after initial appointment, each employee shall accrue vacation leave with pay each month in Vacation Bank II, based upon years of service with the City, for a maximum annual accrual as follows:

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Years of Service	Annual Accrual
Up to five (5) years	80 hours
Six (6) years	88 hours
Seven (7) years	96 hours
Eight (8) years	104 hours
Nine (9) years	112 hours
Ten (10) years	120 hours
Eleven (11) years	128 hours
Twelve (12) years	136 hours
Thirteen (13) years	144 hours
Fourteen (14) years	152 hours
Fifteen (15) years	160 hours
Sixteen (16) years	168 hours
Seventeen (17) years	176 hours
Eighteen (18) years	184 hours
Nineteen (19) years	192 hours
Twenty (20) years	200 hours

Section 9.3 Maximum Accumulation

1. Vacation Bank I

   Vacation hours accumulated prior to September 30, 2012, were placed in Vacation Bank I.

2. Vacation Bank II

   The maximum vacation accumulation in Vacation Bank II shall be five hundred (500) hours.

   The parties recognize personal circumstances and/or department staffing requirements may periodically impact the ability of an employee to utilize any or all of their annual vacation accrual. Only in exceptional circumstances shall an employee be allowed to exceed the maximum vacation accumulation. Approval to accrue in excess of the maximum accumulation cap requires a written request from the Department Director to the City Manager stating the employee will not be authorized to utilize vacation prior to reaching the maximum accumulation cap due to Department staffing requirements.

Section 9.4 Holidays during Vacation

In the event one (1) or more designated holidays fall within an annual vacation leave, said holidays shall not be charged as vacation leave.

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Section 9.5 Cash-Out of Vacation

1. Optional Annual Vacation, Sick, and/or Holiday Time Cash-Out

A.

In December of each calendar year, employees may irrevocably elect to cash-out up to a combined total of one hundred and sixty (160) hours of vacation and/or holiday time to be accrued in the following calendar year that are both accrued and unused at the time of the cash out. The maximum holiday time cash out is forty (40) hours per year. Employees may also cash out up to twenty-five (25) hours of to be accrued sick leave under the same conditions and requirements as for vacation and holiday time cash outs.

The payments are made via payroll upon receipt and processing of the request.

B. Employees may elect for distribution of cashed out vacation, sick, or holiday time once in December of the calendar year after the irrevocable election or up to two times per year; once for the first six month of the year (January to June), and once for the second six months (July to December). In order to cash out, employee must submit an irrevocable election form, by no later than December 15th of the preceding calendar year specifying the amount of hours of each kind of leave requested to cash out, and specifying how much shall occur in each of the two annual distributions. The cash-out is only for hours to be accrued in the calendar year following submission of the irrevocable election form. Regardless of the number of leave hours elected, only those hours that were accrued in the calendar year after the irrevocable election that remain unused at the time of the distribution shall be cashed out.

The payment shall be made via payroll with the last paycheck distributed in June and December in the year after receipt of the irrevocable election form.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

If an employee makes an irrevocable election to cash-out leave in the following calendar year and uses leave during that subsequent calendar year, the leave used may come from the leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in that same calendar year. The employee's use of earned, but unused leave accumulated from previous calendar years shall not result in a reduction in the amount of leave hours the employee is eligible to cash-out.

C. An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

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For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or
- Loss or extensive damage to the employee's property due to casualty; or
- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

The payment shall be made with the last paycheck in December of that same calendar year.

E. If it is subsequently determined by the City, the IRS, a court of competent jurisdiction or another governing authority that the annual cash-out provisions in place prior to January 1, 2021, or substantially similar, will not trigger constructive receipt of income from accrued leave, SEIU may, at its sole option, compel the City to reopen negotiations in order to restore the previous leave cash-out provisions in place up to December 31, 2020, or something substantially similar.

F. Any cash-out of vacation shall not cause the employee's total amount of accumulated vacation in their vacation bank(s) to fall below a forty (40) hour minimum balance. Cash-out of accumulated time shall be at the employee's option. Requests for cash-out are to be submitted in a manner prescribed by the City.

2. Separation from Service, Death or Retirement

Upon separation from service, death or retirement, all accumulated but unused vacation time in Vacation Bank I and II shall be paid out to the employee or their designated beneficiary.

3. Rate of Payment

All cash-outs shall be paid at the employee's base hourly rate of pay at the time of the payment.

ARTICLE 10 – HOLIDAYS

Except as modified herein, holidays shall be governed by Section 802.4 – Holidays of Personnel Rule 800 – Leaves of Absences, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009, and October 16, 2024.

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Section 10.1 Designated Holidays

Municipal offices and the Library, with exception of the Delta Plant and the Police and Fire Department facilities, shall be closed on designated holidays in accordance with Section 10.3 – Observation of Holidays.

A designated holiday shall cover a twenty-four (24) hour period beginning at 12:00 A.M. (MIDNIGHT) and ending at 11:59 P.M.

The following are the twelve (12) designated holidays:

New Year's Day January 1st	Independence Day 4th of July	Day after Thanksgiving 4th Friday in November
Martin Luther King, Jr. 3rd Monday in January	Labor Day 1st Monday in September	Christmas Eve December 24th
President's Day 3rd Monday in February	Veteran's Day November 11th	Christmas Day December 25th
Memorial Day Last Monday in May	Thanksgiving Day 4th Thursday in November	New Year's Eve December 31st

Section 10.2 Accrual

Holiday hours shall be accrued in Holiday Bank II at a rate of ten (10) hours per designated holiday. Holiday hours shall be credited to the employee's holiday bank during the pay period in which the designated holiday occurs.

An employee must be in a paid status on both the workday prior to, and the workday following the designated holiday, in order to receive credit for the holiday. An employee on vacation, sick, compensatory time off, or other paid leave of absence is considered to be in a paid status and therefore, would receive credit for the designated holiday.

Section 10.3 Observation of Holidays

Designated holidays falling on a Monday through Friday shall be observed by the City on the actual date of the designated holiday.

Designated holidays falling on a Saturday shall be observed by the City on the Friday preceding the holiday.

Designated holidays falling on a Sunday shall be observed by the City on the Monday following the holiday.

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Since all observed holidays are ten (10) hours in duration, an employee who is scheduled to work a regular shift in excess of ten (10) hours on an observed holiday will need to use accrued vacation, compensatory time, or holiday leave to account for their full shift on the observed holiday off.

Section 10.4 Maximum Accumulation

1. Holiday Bank I

   Holiday hours accumulated prior to October 1, 2011, were placed in Holiday Bank I.

2. Holiday Bank II

   Holiday hours may be accrued in Holiday Bank II to a maximum accumulation of one hundred and thirty (130) hours.

   Excluding approved exceptional circumstances, once reaching the maximum accumulation, no additional holiday hours shall be accrued until such time as the use or cash-out of such holiday hours reduces the bank balance below one hundred and twenty (130) hours.

   In exceptional circumstances, an employee may request approval to exceed the maximum holiday accumulation. In no case shall an employee's request to accrue holiday in excess of the maximum accumulation cap be granted if the employee has not, within the same fiscal or calendar year (as applicable), taken advantage of the cash-out provision in this article. Any approval to accrue in excess of the maximum accumulation cap requires a written request, from the Department Director to the City Manager, stating the employee will not be authorized to utilize accrued holiday time prior to reaching the maximum accumulation cap because of department staffing requirements.

Section 10.5 Floating Holiday

All eligible employees shall receive one (1) floating holiday credited to Holiday Bank II each calendar year. Each eligible employee shall be credited with the ten (10) hours of floating holiday upon hire and the first full pay period after July 1each year thereafter.

Effective July 11, 1998, employees in the classifications of Communications Supervisor, Communications Dispatcher, Police Records Supervisor, Police Clerk, and Jailer are not eligible to receive the floating holiday.

Section 10.6 Use of Holiday Banks

Hours may be deducted from the employee's Holiday Bank I or II to cover an absence due to an observed holiday or for other paid time off.

Section 10.7 Working on a Holiday

In addition to the holiday hours accrued in accordance with Section 10.2 – Accrual, an employee who works on a designated holiday is entitled to the following compensation:

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1. Working a Regular Shift

   An employee, who is regularly scheduled to work on a designated holiday and actually works their regular shift on a designated holiday, shall be compensated at one and one-half (1½) times for each regular hour worked on the designated holiday.

2. Working Overtime

   Except as otherwise provided in this MOU for callbacks in Section 22.14 – Call Back, an employee who works overtime on a designated holiday shall be compensated at one and one-half (1½) times for each hour worked on the designated holiday.

Section 10.8 Cash-Out of Holiday Banks

1. Optional Annual Cash-Out

   See Section 9.5 for procedures to cash out holiday time.

2. Separation from Service, Death or Retirement

   Upon separation from service, death or retirement, all accumulated but unused holiday time in Holiday Bank I and II shall be paid out to the employee or their designated beneficiary.

3. Rate of Payment

   All cash-outs shall be paid at the employee's base hourly rate of pay at the time of the payment.

ARTICLE 11 – SICK LEAVE

Except as modified herein, sick leave shall be governed by Section 804 – Sick Leave of Personnel Rule 800 – Leaves of Absences, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009, and updated as of October 16, 2024.

Section 11.1 Use of Sick Leave

Sick leave shall not be considered as a privilege which an employee may use at their discretion, but shall be allowed only in the case of necessity due to illness, injury, preventative health care, or as required by applicable law.

An employee may use accumulated sick leave for the diagnosis, care, or treatment of an existing health condition of, or preventative care for an employee or any of the following of the employee's qualified family members. A qualified family member, for the purpose of sick leave, shall include: spouse, domestic partner, parent (including step, in-law, and grand), child (including step, foster, adopted, grand, or employee standing in *loco parentis*), sibling (including step and in-law), designated person, and any other person as defined by law. Should the need to attend to a qualified

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family member exceed six (6) working days per occurrence, the employee shall make application for leave under authority of the Family and Medical Leave Act (FMLA).

Sick leave may also be used for an employee who is a victim of domestic violence, sexual assault, or stalking to:

i) Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child; or
ii) Obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

Section 11.2 Accrual

Sick leave shall be accrued in Sick Leave Bank B at the rate of ninety-six (96) hours per year, which is eight (8) hours for each full month of service.

Section 11.3 Maximum Accumulation

Except as otherwise provided, there shall be no limitation on the number of sick leave hours which an employee may accumulate during their tenure of employment for the purpose of conversion to retirement service credit.

1. Sick Leave Bank A

   Sick leave hours which were accrued prior to October 1, 2011, were placed in Sick Leave Bank A.

2. Sick Leave Bank B

   Sick leave hours accrued on or after October 1, 2011, shall be capped at a maximum accumulation of eight hundred (800) hours and placed in Sick Leave Bank B.

Section 11.4 Notification Requirements

In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, prior to or within two (2) hours after, the time set for the beginning of their work shift or as specified by the department head. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.

Section 11.5 Medical Certification

A supervisor may require an employee to submit a certificate from a health care provider or other satisfactory verification of illness after three (3) consecutive days of absence for illness. Following three (3) consecutive days of absence, a supervisor may require the employee to submit a health care provider's certificate indicating they are capable of returning to duty. In no case shall such

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certifications be required to disclose the specific nature of the illness or any personal medical information on the employee. The intent of the certification is only to confirm the employee's absence due to actual illness and/or that the employee is capable of performing their job duties.

The City Manager may, at any time in order to receive further information with respect to the competency of the employee to perform their 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.

Section 11.6 Sick Leave Reimbursement

A. Sick Leave Bank A

1. Retirement

Upon retirement, the City will cash out the employee's accumulated sick leave in Sick Leave Bank A according to the following schedule:

Years of Service	% of Cash-Out
Up to five (5) years	No cash-out (0%)
Six (6) – ten (10) years	Fifty percent (50%)
Eleven (11) – Fifteen (15) years	Seventy-five percent (75%)
Sixteen (16) – Nineteen (19) years	Ninety percent (90%)
Twenty (20) years or more	One hundred percent (100%)

Any accumulated, but unused sick leave hours remaining after the cash-out may be converted to retirement service credit.

B. Sick Leave Bank B

1. Retirement

An employee who retires with ten (10) years or more of city service beginning from October 1, 2011, shall be eligible to cash out accumulated sick leave in Sick Leave Bank B at the rate of ten (10) hours for each one (1) full year, or twelve (12) months, of city service.

Any accumulated, but unused sick leave hours remaining after the cash-out may be converted to retirement service credit.

2. Optional Annual Cash-Out

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Sick leave cash-out can be made only from hours in Sick Leave Bank B that were accrued in the calendar year of the cash-out and remain unused at the time of the cash out. See Section 9.5 for procedures to cash out sick time.

C. Conversion of Sick Leave to Retirement Service Credit

The City contracts with the California Public Employee's Retirement System (CalPERS) for the optional benefit of *Credit for Unused Sick Leave* (Government Code §20965). Any amount of accumulated, but unused sick leave not taken as cash payment will be reported to CalPERS for calculation as additional service credit upon retirement.

D. Death Prior to Retirement

Upon the death of an employee prior to retirement, the City will pay the employee's designated beneficiary for the employee's accumulated sick leave in an amount consistent with the provisions of this section.

E. Rate of Payment for Cash-Out

All cash-outs shall be paid at the employee's base hourly rate of pay at the time of the payment.

Section 11.7 Catastrophic Leave Bank

Effective July 1, 2005, all regular employees will be automatically enrolled in the Catastrophic Leave Bank (CLB), as described in Administrative Policy Number 30-10 – Catastrophic Illness or Injury Leave Bank. Probationary employees are not eligible for participation in the CLB program, but will be enrolled upon completion of probation.

Effective January 1, 2018, the City will suspend further unit employee contributions to the CLB. Unit employees shall remain eligible for participation in the CLB; however, use of the CLB by unit employees will be capped at nine thousand five hundred (9,500) hours. In the event the CLB, which shall remain open for use by all eligible city employees in other bargaining units, falls below five thousand (5,000) hours or usage by unit employees exceeds nine thousand (9,000) hours, the parties agree to meet and consult to discuss the need, rate/amount, and effective date of restoring unit employee contributions to the CLB. Any such restoration of unit employee contributions shall not exceed eight (8) hours of sick leave annually per unit employee.

ARTICLE 12 – BEREAVEMENT LEAVE

Each employee shall be granted bereavement leave, of up to five (5) working days per incident whenever death occurs to a member of the employee's immediate family, of which four (4) working days shall be paid for by the Employer. Should the employee require a fifth working day off, the employee shall be able to use sick or vacation time or shall be able to take an unpaid day.

If travel beyond a distance of three hundred (300) miles from the employee's residence is necessary, bereavement leave may be extended to a total of five (5) paid working days per incident.

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Bereavement leave will be paid by the City from a separate paid leave account and shall not be charged to any of the employee's personal leave banks.

Immediate family, for the purpose of bereavement leave, shall include: spouse, domestic partner, parent (including in-law and grand), child (including biological, step, foster, adopted, grand, custodial, or employee standing in *loco parentis*), sibling (including in-law), legal guardian, or the same relatives of a domestic partner of the employee.

Bereavement leave may be taken non-consecutively, for up to ninety (90) days after the passing of an immediate family member.

ARTICLE 13 – MILITARY LEAVE

A 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 the California Military and Veteran's Code §395 *et seq*.

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

ARTICLE 14 – COURT APPEARANCES

Section 14.1 Jury Duty

Except as modified herein, jury duty shall be governed by Section 810.2 – Jury Leave of Personnel Rule 810 – Other Leaves, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009, and October 16, 2024.

An employee who is required to serve as a juror or participate in the jury selection process, 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 submission of a certified court document showing 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.

The employee shall receive their regular salary while on such paid jury duty leave. The employee is required to remit any payments or fees, excluding mileage reimbursement or fees paid for service during the employee's non-working hours, received as a juror or witness to the City.

The employee shall advise the Department Director or designee upon their first workday after receiving the jury duty summons to appear for the initial examination as a prospective juror or subsequently to serve as a juror.

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The hours an employee is required to be present at court for jury duty should 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 employee is not expected to report to work either prior to or following jury duty service on that 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 on those days.*

If the jury duty hours are not equivalent, the employee would be expected to report for duty before and/or after their scheduled shift depending upon commuting factors.

> *For example, if an employee, working an 8:00 A.M. to 5:00 P.M. Wednesday through Sunday schedule is required to report to court at 10:00 A.M., then the employee would be expected to report for duty at 8:00 A.M.*

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 service 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 accumulated time (compensatory time off, vacation, or 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.

Section 14.2 Personal Court Appearances

An employee who is subpoenaed or required to appear for a personal court matter shall be required to utilize accumulated time to cover their absence.

The employee shall advise the Department Director or designee upon their first working day after receiving a court order, or having knowledge of, the required court appearance.

Section 14.3 Court Time on Behalf of the City

Any employee who is subpoenaed or required to appear as a witness in a case involving the City, its personnel, and/or property, shall be entitled to their regular pay for those hours of absence for court time falling on a regular work shift.

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If the employee is subpoenaed or required to appear on a day off, they shall be compensated at the appropriate overtime rate.

The employee shall advise the Department Director or designee upon their first workday after receiving a court order or having knowledge of the required court appearance.

ARTICLE 15 – LEAVE OF ABSENCE

Except as modified herein, such leave of absence shall be governed by Personnel Rule 800 – Leaves of Absences, as approved by the City Council in the City's Personnel Rules and Regulations on May 6, 2009, and October 16, 2024.

Section 15.1 Length and Approval of Unpaid Leave of Absence

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

Section 15.2 Use of Accumulated Leave

No unpaid leave of absence shall be effective except upon written request of the employee following exhaustion by the employee of all accumulated paid leave banks, (except sick leave as provided below), including but not limited to vacation, holiday, and compensatory time off.

If the unpaid 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 an unpaid leave of absence pursuant to the Family Medical Leave Act or the California Family Rights Act ("FMLA/CFRA") are not required to use accumulated compensatory time earned in lieu of overtime. Additionally, any such employee on an unpaid leave of absence pursuant to FMLA/CFRA, shall be required to use sick leave concurrently with said regulatory leave only if the leave is for the employee's own serious health condition.

Section 15.3 Maximum Unpaid Leave of Absence Allowed

Except as otherwise provided for under the City's FMLA/CFRA policy, the City Council may authorize a regular employee to utilize a 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.

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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.

Section 15.4 Accruals during Unpaid Leave of Absence

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.

Section 15.5 Maintenance of Insurance Benefits

When an employee maintains employment status but is in a non-paid leave of absence for a period greater than thirty (30) days, the City shall make no premium or other contributions necessary to maintain any health insurance coverage for which an employee would otherwise be eligible. If an employee desires to maintain such health insurance benefits, the employee shall be required to deposit all insurance premium payments with the Director of Management Services on the date 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 16 – 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 one hundred and twenty (120) calendar days that occur within a thirty-six (36) month period.

Employees on Injury on Duty ("IOD") or Temporarily Totally Disabled ("TTD") status in excess of two (2) weeks will be considered to be on a regular Monday through Friday forty (40) hour work schedule. Upon return to work, the employee will be returned to their regular schedule.

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 compensatory time off. While TTD, the employee shall be entitled to use only as much other paid leave benefits (i.e., sick, vacation, compensatory time off, etc.) as needed, which when added to the 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 §4650 *et. seq*., the City shall be authorized to make application for said employees disability retirement in those instances where the employee is either permanent, stationary, and incapacitated for the performance of their duties, or in the alternative, where there is not a reasonable medical certainty the employee, although not permanent and stationary, will recover to the extent necessary to

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perform the essential duties of their position regardless of whether or not any form of paid leave remains in the employee's various paid leave accounts.

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

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 17 – HEALTH BENEFITS

Section 17.1 Medical Insurance

1. City Sponsored Medical Insurance

   Effective January 1, 2016, employees may receive medical insurance coverage through CalPERS under the Public Employees Medical and Hospital Care Act ("PEMHCA").

   PEMHCA requires the City to make a monthly Minimum Employer Contribution ("MEC") toward medical insurance on behalf of each eligible employee. The MEC is adjusted annually and is solely determined by CalPERS.

   Employees may select a medical insurance plan of their choice (i.e., single party, dual party or family coverage) from any of the plans available through CalPERS.

2. Cafeteria Plan

   The City agrees to maintain and contribute to a cafeteria plan, in accordance with IRC Section 125, to provide for the pre-tax deduction of health benefit premiums. Employees may use the City's contribution for eligible expenses of Optional Benefit Coverages listed in Schedule A of the City's Section 125 Plan, as amended and restated effective January 1, 2016. Specific details of this cafeteria plan are contained in a plan document which is available for review through the City's Human Resources Department however, Schedule A from the plan document has been attached to this MOU as Appendix B for ease of reference.

   A. City Contribution

      The City shall contribute the following amount each month in addition to the MEC, on behalf of each employee:

      - Effective July 5, 2025, the City shall contribute one thousand nine hundred and ninety-five dollars ($1,995.00).

      - Effective the first pay period in December 2026, the City shall contribute two thousand one hundred and seventy-five dollars ($2,175.00).

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- Effective the first pay period in December 2027, the City shall contribute two thousand three hundred and fifty dollars ($2,350.00).

Should the City provide greater cafeteria benefit contribution toward any other City employee group during the term of July 1, 2025, to June 30, 2028, the contribution of unit employees shall be increased to such greater amount.

B. Excess Premiums

The employee shall be required to pay the cost of medical insurance premiums, for their selected plans, which exceeds the amount of the City's monthly contribution.

C. Excess Contribution

Should the cost of the monthly medical insurance premium selected by the employee be lower than the amount of the City's monthly contribution, the employee may use the excess funds to pay excess premiums for city sponsored dental and/or vision plans.

3. Medical Waiver Option

The City shall provide a payment of six hundred dollars ($600.00) per month to each employee who waives city sponsored medical coverage and participation in the cafeteria plan.

The employee must provide proof of enrollment in another group health insurance plan which provides minimum essential coverage. To be eligible, group coverage cannot be obtained through the individual market (whether or not obtained through Covered California) and must be obtained from a previous employer, spouse, registered domestic partner, parent, or due to military/veteran status. An employee must sign an attestation that the employee and each member of the employee's tax family has or will have such minimum essential coverage for the opt-out period. An employee must provide such attestation upon hire, during open enrollment each plan year, or by no later than thirty (30) calendar days after the start of each new plan year.

Section 17.2 Dental Insurance

1. City Sponsored Dental Insurance

Employees may select a dental insurance plan of their choice (i.e., single party, dual-party, or family coverage) from any of the city sponsored dental plans available.

2. City Contribution

The City shall contribute the following amount each month on behalf of each employee:

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The City shall contribute up to a maximum of one hundred dollars ($100.00).

3. Excess Premiums

The employee shall be required to pay the cost of dental insurance premiums, for their selected plans, which exceeds the total amount of the City's monthly contributions provided in this article.

4. Excess Contributions

Should the cost of the monthly dental insurance premium selected by the employee be lower than the amount of the City's monthly contribution provided in this section, the employee shall not receive any of the remaining funds.

Section 17.3 Vision Insurance

1. City Sponsored Vision Insurance

The City shall provide a vision plan which includes the following components:

- An examination every twelve (12) months.
- Frame and lenses every twelve (12) months.
- Deductibles shall be ten dollars ($10.00) for examinations and twenty dollars ($20.00) for frame and lenses.

Employees may select a vision insurance plan of their choice (i.e., single party, dual-party, or family coverage) from any of the city sponsored vision plans available.

2. City Contribution

The City shall contribute the following amount each month on behalf of each employee:

- Effective January 1, 2018, the City shall contribute thirty dollars ($30.00).

3. Excess Premiums

The employee shall be required to pay the cost of vision insurance premiums, for their selected plans, which exceeds the total amount of the City's monthly contributions provided in this article.

4. Excess Contributions

Should the cost of the monthly vision insurance premium selected by the employee be lower than the amount of the City's monthly contribution provided in this section, the employee shall not receive any of the remaining funds.

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Section 17.4 Disability Insurance

The City shall continue to provide each employee with long-term disability ("LTD") insurance, as was in effect on January 1, 2007. The City shall pay the full cost of the LTD plan on behalf of each employee.

Section 17.5 Life Insurance

The City shall provide each employee with a term life insurance policy in the amount of one hundred thousand dollars ($100,000).

The City shall provide a program which allows for the purchase of supplemental life insurance, in increments of ten thousand dollars ($10,000), of up to the lesser of three hundred thousand dollars ($300,000) or three (3) times the employee's gross annual salary.

Any premium costs for additional life insurance shall be paid by the employee.

Section 17.6 Employee Assistance Program

The City agrees to continue the Employee Assistance Program ("EAP"). The Union recognizes 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 EAP.

ARTICLE 18 – EDUCATION REIMBURSEMENT

Section 18.1 Reimbursement Limits

Effective July 1**,** 2017, reimbursement for education expenses shall be limited to a maximum of three thousand five hundred dollars ($3,500) annually per employee for eligible expenses as defined within this Article.

Section 18.2 Eligible Expenses

College courses must be taken at an accredited college or university. Reimbursement may be provided for the cost of tuition, up to the maximum annual allowance.

An employee will be reimbursed for books required for their course(s) only, as follows:

- Up to seventy-five dollars ($75.00) for books each semester or equivalent if enrolled in six (6) or less units
- Up to two hundred dollars ($200.00) for books each semester or equivalent if enrolled in seven (7) or more units.

All requests for reimbursement shall be accompanied by valid receipts.

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Section 18.3 Approval Process

An employee must have completed their initial probationary period to be eligible for reimbursement under this article.

Reimbursement for eligible education expenses is subject to written approval by both the Department Director and Director of Human Resources/Risk Management prior to course enrollment.

In rendering approval, the City shall consider whether or not the course(s) for which reimbursement is being sought meet the following criteria:

- Related to the employee's existing principal duties at the time of the request; or
- May lead to enhancing promotional opportunities
- Availability of funds for reimbursement purposes

Section 18.4 Appeal Process

Denial of reimbursement is not subject to any administrative or judicial appeal procedure. The decision of the Department Director and Director of Human Resources/Risk Management shall be final.

Section 18.5 Repayment Upon Resignation

An employee who resigns from their employment with the City shall repay the City for any reimbursement received in the twelve (12) month period immediately preceding their date of resignation.

ARTICLE 19 – RETIREMENT BENEFITS

Section 19.1 Retirement Plans

Retirement benefits will be provided through the California Public Employees' Retirement System (CalPERS).

Defined benefit miscellaneous retirement plans through CalPERS are based on the employee's date of hire with the City and/or member status with CalPERS as determined by the Public Employee's Pension Reform Act of 2013 ("PEPRA").

Each retirement plan tier also defines the retirement formula, final compensation calculation, and employee contribution/cost sharing as follows:

1. TIER I – Hired prior to January 1, 2013, and "Classic Members"

   Employees hired prior to January 1, 2013, or who are "classic members" of CalPERS.

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The retirement formula is 2.7% @ 55 years of age.

Final compensation is calculated as the highest pensionable compensation earned during a period of twelve (12) consecutive months (Government Code §20042).

Employees in Tier I shall contribute eight percent (8%) of compensation towards the employee's cost. The City shall pay all remaining costs, including but not limited to the full employer's cost and any unfunded liability.

2. TIER II – Hired on or after January 1, 2013, and "New Members"

   Employees hired on or after January 1, 2013, and who are "new members" of CalPERS.

   The retirement formula is 2% @ 62 years of age.

   Final compensation is calculated as the average of the three (3) highest consecutive years of pensionable compensation.

   Employees in Tier II shall participate in cost sharing by paying fifty percent (50%) of the normal costs, as determined by CalPERS each year. The City shall also pay fifty percent (50%) of the normal costs and any other costs required by CalPERS.

Section 19.2 CalPERS Optional Benefits

The City's contract with CalPERS includes the following enhanced optional benefit provisions:

1. Fourth Level of 1959 Survivor's Benefit

   Effective October 7, 2000, the City amended its contract with CalPERS to provide the *Fourth Level of 1959 Survivor's Benefit* (Government Code §21574). Any cost increase designated as constituting "employee" costs for this benefit shall be borne by the employee.

2. Credit for Unused Sick Leave

   Using the *Credit for Unused Sick Leave* (Government Code §20965) upon retirement, an employee may convert accumulated sick leave to additional service credit.

3. Military Service Credit as Public Service

   An employee with qualifying military service may purchase, at their own expense, up to four (4) years of *Military Service Credit as Public Service* (Government Code §21024).

4. Annual Cost-of-Living Allowance

   The minimum *Annual Cost-of-Living Allowance Increase* (Government Code §21329) of up to two percent (2%) each year during retirement.

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3. Pre-Retirement Death Benefit

   This benefit allows the surviving spouse or domestic partner of a deceased member, who was eligible to retire at the time of death, the option to receive a *Pre-Retirement Option 2W Death Benefit* (Government Code §21548) in lieu of the lump sum Basic Death Benefit.

Section 19.3 Deferred Compensation Plan

A deferred compensation plan will be made available to all employees. Employees may make voluntary contributions, up to the legal limits, to such plan.

The City shall provide matching contributions, at the rate of dollar-for-dollar, up to a maximum of fifty dollars ($50.00) per pay period**.**

Section 19.4 Retiree Health Benefits

Employees must have a minimum of five (5) years of City service, retire from City service, and enroll in a city sponsored medical insurance plan to receive retiree health benefits.

City sponsored retiree medical insurance plans are provided by CalPERS under PEMHCA and the retiree may choose any available plan for themselves plus all eligible dependents. Retirees may use up to the full contribution amount provided by the City in this article to purchase a city sponsored medical insurance plan; however, the retiree shall be responsible for the payment of any premium costs which exceed the City's total contribution (MEC and/or HRA contributions).

Retirees must comply with the Medicare enrollment requirements set forth by PEMHCA and the City's health plan program. If a retiree does not qualify for Medicare and has submitted the requisite proof to CalPERS, the retiree may remain on a CalPERS basic plan until the retiree later qualifies for Medicare Part A at no cost.

There are different tiers of retiree health benefits available based upon the employee's initial date of hire with the City and vesting requirements, as follows:

1. TIER A – Hired prior to January 1, 2016, with less than Twenty Years of Service

   For employees hired prior to January 1, 2016, with less than twenty (20) years of City service upon retirement, the City agrees to contribute up to three hundred and forty dollars ($340.00) per month on behalf of each retiree. The City shall deduct the MEC required under PEMHCA from this amount. The City shall deposit the remaining contribution amount, after paying the MEC, into an individual Health Reimbursement Account ("HRA") on behalf of the retiree.

   In the event the amount of the monthly premium for the lowest cost single party HMO plan available in the Los Angeles Area Region for medical care in the United States (with Medicare Parts A and B if age 65 or older) exceeds three hundred and forty dollars ($340.00), the City agrees to increase their total contribution to the amount of such single party premium.

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2. TIER B – Hired prior to January 1, 2016, with Twenty Years or More of Service

   For employees hired prior to January 1, 2016, with twenty (20) years or more of City service upon retirement, the City agrees to contribute four hundred and twenty dollars ($420.00) per month on behalf of each eligible retiree. The City shall deduct the MEC required under PEMHCA from this amount. The City shall deposit the remaining contribution amount, after paying the MEC, into an individual Health Reimbursement Account ("HRA") on behalf of the retiree.

   In the event the amount of the monthly premium for the lowest cost single party HMO plan available in the Los Angeles Area Region for medical care in the United States (with Medicare Parts A and B if age 65 or older) exceeds four hundred and twenty dollars ($420.00), the City agrees to increase their total contribution to the amount of such single party premium.

3. TIER C – Hired on or after January 1, 2016

   Employees hired into City service on or after January 1, 2016, will be eligible to purchase a medical insurance plan of their choice from those available through CalPERS. The City shall contribute a monthly amount, equal to the most current MEC required under PEMHCA, on behalf of each eligible retiree.

ARTICLE 20 – SALARIES

Section 20.1 Salary Increases

The salary ranges for each classification shall also reflect the following across-the-board salary increases:

1. The City shall provide a cost-of-living adjustment ("COLA") of 3.0% to all represented employees retroactive to July 5, 2025.

   The City shall provide an equity adjustment, in addition to 2025 COLA, retroactive to July 5, 2025, for the following classifications in the specified percentages:

   - Account Clerk – 2.5%
   - Librarian – 1.1%
   - Outreach and Housing Navigation Coordinator – 24. 4%
   - Management Analyst – 0.8%
   - Water Production System Operator – 2.7%
   - Water Utility Maintenance Worker – 1.6%

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2. Effective the first full pay period after July 1, 2026, the City shall provide a COLA of 4.0% to all unit employees.

3. Effective the first full pay period after July 1, 2027, the City shall provide a COLA of 3.0% to all unit employees.

Section 20.2 Salary Ranges

Salary ranges for each unit classification are reflected in Appendix A. Each salary range consists of five (5) salary steps.

Section 20.3 Salary Steps

There shall be approximately a five (5.0%) increase between each step of Steps 1 through 5. For the term of the agreement (7/1/2025 to 6/30/2028), Step 5 shall include an additional two and a half percent (2.5%) increase.

Effective July 5, 2025, unit members in the 10-step range will move accordingly to a 5-step range: employees on an odd step will move up the next even step (2.5% increase) and receive the COLA increase. Employees on an even step will only receive the COLA increase.

Section 20.4 Salary Advancement

Except as modified herein, step increases and performance ratings shall be governed by Municipal Code Section 2.36.050 – Step Increase and Municipal Code Section 2.36.060 – Performance Rating System for Employees, as well as Administrative Policy Number 30-05 – Employee Performance and Appraisal Development Report and Administrative Policy Number 30-41 – 10-Step Merit Program as revised on November 7, 2016.

Advancement within the five (5) step salary range shall be upon a merit-based system as follows:

1. Advancement Intervals

   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 Municipal Code Section 2.36.060 – Performance Rating System for Employees shall be rated once each calendar month thereafter. The receipt by any employee of three (3) consecutive unsatisfactory performance ratings shall be grounds for disciplinary action, up to and including dismissal.

   Advancement between salary steps may occur at intervals of no less than one (1) year. No multiple step increases may be granted within a twelve (12) month period.

2. Salary Placement for New Appointments

   No newly appointed person shall be hired at Step 4 without prior approval of the City Manager.

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3. Special Provision for Communications Dispatchers

   Probationary Communications Dispatcher Trainees serving an eighteen (18) month probationary period may advance as follows:

   -
   - Eligible for a merit step upon achieving a "meets job standards" evaluation at the completion of twelve (12) months of service.

   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 the completion of their initial eighteen (18) month probationary 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 Evaluation Requirements

   Recommendations for a step increase or denial of a step increase must be accompanied by a performance evaluation to substantiate performance. Performance evaluations for consideration of merit adjustments shall be due annually based upon the employee's anniversary date of appointment to their current classification. An employee on a leave of absence (paid or unpaid) for more than thirty (30) workdays in a rating period shall have their annual review date adjusted accordingly.

5. Effective Date of Merit Increase

   Any recommended merit increase will be effective the first of the pay period immediately following the employee's anniversary or annual review date.

6. Advancement to Step Five

   Advancement from Step 1 through Step 5 will be contingent upon receiving an overall performance rating of "meets job standards" or higher on the performance evaluation.

ARTICLE 21 – UNIFORMS AND EQUIPMENT

Section 21.1 Uniform Allowance

A. Except as otherwise provided in this MOU, unit employees who are required to wear uniforms will receive an annual uniform allowance cash payment of five hundred dollars ($500.00) paid in a lump sum after the first fully pay period of each fiscal year, commencing with Fiscal Year 2025-2026.

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Animal Control Officers and Jailers will receive an additional annual uniform allowance cash payment of four hundred and twenty-five dollars, for a total of nine hundred and twenty-five dollars ($925.00).

If the City and/or specific department change the uniform vendor, the City will not require employees to purchase a new set of uniforms to replace uniforms if uniforms are within parameters of department uniform policy.

B. All uniform allowance cash payments will be reported on the employee's W-2 form under "Other Compensation" to meet Internal Revenue Service requirements. Employees who have been absent, for any reason, form active uniformed service of the fiscal year will be provided their uniform allowance on a prorated basis.

The parties agree that this is special compensation and is reported as such to CalPERS for "classic members," to the extent legally permissible, pursuant to Title 2 California Code of Regulations (CCR) Section 571(a)(5) and reported in equal amounts per pay period.

C. The uniform allowance shall be used to purchase standard clothing items which include the following:

1. Police Civilian Personnel

Shirts, undershirts, pants, 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.

2. Communications Dispatcher and Police Clerk

The initial full clothing allowance, as described for police civilian personnel 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, these 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.

3. Public Works and Parks Personnel

Collared work shirts, undershirts, work pants, belts, patches, hats, 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.

4. Fire Prevention Bureau Personnel

Shirts, undershirts, pants, skirts, jacket, sweater, shoes, patches, and belt.

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5. Animal Control

   Shirts, undershirts, pants, jacket, shoes, belts, patches, and other required clothing or equipment as per the department's uniform policy.

6. Recreation & Community Services

   Shirt, pants, belt, jackets, and shoes, hat, or other items as per the department's uniform policy.

7. Water Division

   Shirts, undershirts, work pants, belts, jackets, patches, hat, and other required non-safety clothing or equipment as per the department's uniform policy and approved by the City Manager.

Section 21.2 Uniform Services

In lieu of receiving a uniform allowance, personnel assigned to the Fleet Services Division shall have any required uniforms provided and maintained through a uniform service vendor. Selection of the uniform service vendor and uniform articles shall be at the sole discretion of the City.

Section 21.3 Mandatory Wear

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 them 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.

Section 21.4 Probationary Employees

A probationary employee assigned to the Public Works, Parks, Fire or Police Department, who is required to wear a uniform, will be provided with the initial full clothing issue upon hire. The initial issue for Public Works and Parks personnel is five (5) uniforms and one (1) jacket. The initial issue for non-sworn Police and Fire personnel is five (5) uniforms, subject to the clothing allowance designated for the probationary employee's classification. Probationary employees are not otherwise eligible for a uniform allowance.

Section 21.5 Uniform Replacement

An employee who damages or destroys their 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 (i.e., 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.

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Section 21.6 Separation from Service

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.

If the employee separates service from the City during their one (1) year probationary period, the employee shall return all City issued uniform items to the City.

Section 21.7 Optional Hats

Hats are not a required item of the uniform, except where the division or department requires safety hard hats or as defined above in Section 21.1 – Uniform Allowance. However, an employee who is not required to wear a safety helmet may purchase and wear a poplin or wide brimmed (i.e., straw-banded outback-style) hat of a color to blend with their uniform. Any dispute as to the appropriateness of an employee's hat selection will be submitted to the Department Director for their determination and such determination shall be final.

Section 21.8 Safety Boots

Employees whose position requires safety boots, including Animal Control Supervisor/Officers, per Occupational Safety and Health Administration ("OSHA") regulations, will be provided with an annual safety boot allowance each 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 the purchase of appropriate safety boots is four hundred and fifty dollars ($450.00) for all eligible employees. Employees may use their annual allowance to purchase up to two (2) pairs of safety boots each fiscal year.

In cases where the nature of the employee's duty assignment causes exceptional wear, the Department Director may, in their sole discretion, authorize the replacement of one (1) additional pair of safety boots or uniform issue shoes each fiscal year.

ARTICLE 22 – SPECIAL PAY PROVISIONS

Section 22.1 Longevity Pay

Each unit employee shall receive a monthly longevity pay premium based on their full-time years of service with the City of Monterey Park.

Effective July 5, 2025, the longevity pay will be increased to the following non-cumulative amounts:

Start of 10 years to completion of 14 years	$50/month
Start of 15 years to completion of 19 years	$150/month
Start of 20 years to completion of 24 years	$250/month

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Start of 25 years+	$450/month

Section 22.2 Education Incentive Pay

Each employee who possesses a 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 shall receive a monthly education incentive pay premium.

Effective November 16, 2017, there shall be two (2) premiums as follows:

- Fifty dollars ($50.00) for an Associate's degree.
- One hundred dollars ($100.00) for a Bachelor's or higher degree.

Each employee may only receive payment for the single highest degree held.

For example: If the employee has both an Associate's and Bachelor's degree, they shall only receive one hundred dollars ($100.00) per month as Education Incentive pay. Likewise, if the employee has an Associate's degree in both Arts and Science, they shall only receive fifty dollars ($50.00) per month as Education Incentive pay.

Section 22.3 Bilingual Pay

1. Communications Dispatchers and Jailers

   All Communications Dispatchers including trainees and Jailers, who are capable of speaking and interpreting Chinese, Spanish, or any other foreign language deemed useful by the City, shall receive one hundred seventy-five dollars ($175.00) per month.

2. General Translation Services

   All employees, excluding Communications Dispatchers and Jailers, who are capable of speaking, interpreting and providing limited general translation for routine correspondence on an occasional or sporadic basis (i.e., constituent letters, resident suggestions/complaints, newspaper articles, etc.) in a foreign language, deemed useful by the City, shall receive fifty dollars ($50.00) per month.

3. Formal Translation Services

   Employees who are qualified to perform both verbal and written translation of formal 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 fifty dollars ($50.00) for verbal translation and one hundred and twenty-five dollars ($125.00) for formal written translation for a total of one hundred seventy-five dollars ($175.00) in lieu of the pay provided in Section 22.3(2) – General Translation Services.

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The number of employees and languages qualified for this pay shall be determined at the sole discretion of the City.

4. Field Translation Services

   In addition to the pay provided in Section 22.3(2) – General Translation Services or Section 22.3(3) – Formal Translation Services, regular employees assigned as Police Clerks who are required to perform translation services in the field, which means on property other than the City Hall facility and surrounding City property, shall receive thirty dollars ($30.00) per incident, up to a maximum of three (3) incidents per month. The Police Clerk must obtain approval of their unit supervisor before submitting a request for such field translation services pay.

   Upon request, employees who provided field translation services for a critical incident may participate in the incident debriefing. Such employees shall also be provided adequate training on handling critical incidents and counseling services, as needed, at no cost to the employee.

5. Certification Requirements

   The City shall establish qualifying tests to determine bilingual capability. Employees may apply for translation certification through the Human Resources Department. Should an employee fail the qualifying test, they must wait a minimum of ninety (90) days before re-applying for certification.

   Employees who become eligible for bilingual pay for providing general translation services on or after July 1, 2000, may be required to re-certify every four (4) years.

   Re-certification for employees providing formal translation services will be required on a biennial basis.

Section 22.4 Matron Duty Pay

Police Clerks and Communications Dispatchers who are required to perform body searches on female prisoners, including pat downs, will receive thirty dollars ($30.00) per incident.

Section 22.5 Training Pay

No probationary employee shall be assigned as a trainer.

1. Dispatcher Training Officer

   Experienced Communications Dispatchers who are certified by the Police Department to serve as a Dispatcher Training Officer ("DTO") shall receive fifty dollars ($50.00) each pay period assigned as a DTO for three (3) or more shifts in that pay period. Development of the criteria and selection of individuals to serve as DTO's shall be at the sole discretion of the Chief of Police.

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2. 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.

3. 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.

Section 22.6 Lead Pay

1. Assignment

   The Chief of Police shall have sole discretion in determining the selection process for determining appointment as a Lead in the Police Department. An employee 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.

2. Duties

   Leads may be assigned duties within the division including, but not limited to, supervision, shift and training scheduling, preparation of performance evaluations, work activity reporting, maintaining supplies, etc.

3. Rate of Premium Pay

   Employees in eligible classifications assigned as a Lead shall receive premium pay of three hundred ($300.00) per month for each month so assigned.

4. Eligible Classifications

   The classifications eligible in the Police Department are:

   - Communications Dispatcher
   - Police Records Clerk
   - Jailer

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Section 22.7 Public Notary

In recognition of the City's need and use of public notary services, employees who have public notary certificates, as approved by the Secretary of State for the State of California, shall receive seventy-five dollars ($75.00) per month. There shall be no more than three (3) employees authorized to receive pay under this section at any given time. The selection of employees to receive this pay shall be at the sole discretion of the City Manager.

Section 22.8 Pesticide/Herbicide Applicator Premium

Employees of the Public Works Department or Parks Division assigned to perform tasks and duties associated with the application of pesticides and/or herbicides shall be paid a premium of fifty dollars ($50.00) per month so assigned.

In addition to any additional selection, training and/or reporting procedures established by the City, the following provisions will apply to any employee assigned to receive a pesticide/herbicide applicator premium:

- Employees will be selected, trained, assigned and/or removed at the sole discretion of the Department Director or designee.
- The total number of employees selected and assigned shall be at the discretion of the Department Director based upon the needs of the City, but it is agreed there shall be a minimum number of eligible assignments as follows:
    - Six (6) in the Parks Division of the Public Works Department
    - Four (4) in the Public Works Department.
- Employees will receive appropriate training in compliance with State and Federal regulations prior to performing pesticide and/or herbicide applicator duties.
- Receipt of premium pay for assignment of duties as a Pesticide/Herbicide Applicator shall not create a property interest in the assignment. Such assignment will be based upon the needs of the City as determined by the Department Director.
- Any employee receiving this premium may, at the direction of the City, be assigned to perform duties in either the Public Works Department or Parks Division.

    For example: An employee 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.

The Union specifically acknowledges the City 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 section shall create a duty upon the City to assign specific employees as Pesticide/Herbicide Applicators nor shall any employee have a right to be so assigned. The City agrees to meet and consult with the Union regarding any proposed

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modifications to the selection, training and/or reporting procedures established by the City for this assignment.

Section 22.9 Electrician Premiums

The City shall pay electrician premiums for up to a maximum of two (2) employees. An employee may receive payment for each of the following premiums they are qualified to receive:

1. Supervisory Control and Data Acquisition

   The Water Division has a Supervisory Control and Data Acquisition ("SCADA") system. An Electrician who possesses the following knowledge, skills and abilities shall receive premium pay of two hundred dollars ($200.00) per month:

   - Must be able to test, trouble-shoot and program Allen Bradley SIX: 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.

   - 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.

   - 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.

   - Knowledge of National Electrical Code and Safety associated practices.

   - 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.

   - Extensive experience in AC and DC industrial controls.

   - Experience in Variable-Frequency Drives 480VAC 3-Phase.

   - Soft start starter experience is desirable.

   - Must have a working knowledge of hydraulics valves and controllers and their components as it relates to the water industry.

   - Must be computer literate in Microsoft Excel and Word.

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2. Water Treatment Certification

   An Electrician who possesses a Water Treatment Grade I ("T-1") certificate shall receive premium pay of one hundred dollars ($100.00) per month.

3. Electrician Certification

   Effective January 1, 2018, an Electrician who possesses and maintains electrician certification from the California Department of Industrial Relations (DIR) shall receive premium pay of two hundred dollars ($200) per month.

   The City shall also reimburse each employee for any and all costs associated with maintaining such DIR certification, including but not limited to application fees, testing fees, and continuing education requirements.

Section 22.10 Automotive Service Excellence ("ASE") Certification Pay

1. Automotive/Light Truck Certification

   Equipment Mechanics shall receive certification premium pay of thirty dollars ($30.00) per month for each ASE Automotive/Light Truck certification held, up to a maximum of sixty dollars ($60.00) per month for two (2) such certifications.

2. Master Automotive Technician Certification

   In lieu of the premium pay provided in Section 22.10(1) – Automotive/Light Truck Certification, an employee certified as an ASE Master Automotive Technician shall receive certification premium pay of one hundred dollars ($100.00) per month.

Section 22.11 Water Certification Pay

Employees assigned to the Water Division of the Public Works Department shall receive sixty dollars ($60.00) per month certification pay for each current Department of Health Services (DHS) certification held in water treatment (T-1 through T-5) and/or distribution (D-1 through D-5), up to a maximum of four (4) such certifications.

Section 22.12 Payroll Back-Up

An employee in the Finance Division of the Management Services Department may, at the sole discretion of the Management Services Director, be assigned additional responsibilities and duties as back-up for payroll processing.

An employee so assigned shall receive premium pay of three hundred dollars ($300.00) per month for each month so assigned.

An employee so assigned may be removed from the assignment at the discretion of the Management Services Director with or without cause, with or without notice, and without right of appeal.

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Section 22.13 Standby

1. Purpose

   At the discretion of the City, employees may be assigned to standby to ensure qualified employees are available for after-hours emergency response.

2. Assignment

   In addition to any additional reporting procedures established by the City, the following provisions shall apply to standby assignments:

   - For the Public Works Department, standby duty shall be assigned to no more than three (3) employees for a period of seven (7) calendar days. Of these three (3) employees, one (1) shall be fully qualified to respond to water distribution incidents and one (1) to water production incidents.

   - Standby schedules and assignments shall be determined at the sole discretion of the City.

   - Assignment to standby shall not create a property interest in the assignment. Such assignment will be based upon the needs of the City.

   - Employees shall have the option to take home a City vehicle when assigned to standby duty.

3. Rates

   An employee assigned to standby shall be compensated at the following rates:

   - Weekdays

     Twenty-five dollars ($25.00) per weekday. For the purpose of standby, a weekday is defined as any day which falls between 0001 hours on Monday through 2400 hours on Thursday.

   - Weekends

     Forty-five dollars ($45.00) per weekend day. For the purpose of standby, a weekend day is defined as any day which falls between 0001 hours on Friday through 2400 hours on Sunday.

   - Holidays

     Fifty dollars ($50.00) per holiday. For the purpose of standby, a holiday is defined as the actual date of a designated holiday listed in Section 10.1 of this MOU.

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4. Requirements

While on standby, the assigned employee shall be required to:

- Carry a City provided pager, cell phone and lap-top computer (if applicable);
- Respond within no greater than five (5) minutes to any page, telephone call, or notification;
- Taking into due consideration the time of the call-out, location of the incident, weather, and safe driving conditions, physically report fit-for-duty generally within thirty (30), but no later than forty-five (45), minutes following receipt of call-out information (including picking up the City vehicle if the employee elected to forgo taking a City vehicle home);
- If applicable, begin remote trouble shooting via computer within no greater than twenty-five (25) minutes of the notification;
- Failure to abide by the provisions of this subsection may result in forfeiture of standby compensation for that twenty-four (24) hour period, removal from standby assignment, and/or disciplinary action.

5. Eligibility

To be eligible for assignment to standby, an employee must:

- Have adequate knowledge and ability to effectively perform and respond to after-hours emergency situations.
- For Public Works employees, the Public Works Maintenance Manager, Water Utility Manager and Parks Superintendent must certify the employee as having adequate knowledge of traffic control protocols; sewer, water and irrigation systems; and operation of designated equipment.
- Reside in a geographic location that allows for a response time as designated in Section 22.13(4) – Requirements.

6. Evaluation

The City agrees to evaluate the need for standby assignments annually. The evaluation will include evaluation of the effectiveness of assigning employees to standby and such measurements as: a review of the number of call-outs, response times, type of calls, ability of employee to clear calls without additional support, time to clear calls, number of calls for additional support, response times for support personnel, and any other measurements determined appropriate by the City.

The City agrees to meet and consult with the Union regarding any proposed modifications to standby assignments.

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Section 22.14 Call Back

1. Call Back Defined

   Call back is defined as unforeseen work performed by an employee at a time other than the employee's regular working hours. Call backs usually deal 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 held over as an extension of a regular shift, prior to leaving the worksite and with no break in working hours, is not considered a call back.

2. Work Performed

   For the purpose of this section, work performed shall include receiving and responding to a call or notification to:

   - Work remotely via SCADA or other system
   - Report to a worksite or facility

3. Minimum Compensation for Call Back

   A. Call back commences upon the receipt and acceptance of the call back assignment and ends upon completion of the assignment and/or return home, as applicable. This "portal-to-portal" compensation includes any required travel time to/from the employee's residence for the call back.

   B. An employee who is subject to a call back shall be guaranteed two (2) hours minimum compensation for each call back. Additional overtime worked during each call back shall be compensated in fifteen (15) minute intervals.

   C. There shall be no pyramiding of compensation for call back.

      For example: An employee receives a call back assignment at 8:00 P.M. and completes the assignment by 9:00 P.M. The employee receives an additional call back assignment at 9:30 P.M. which they complete at 10:30 P.M. Since the employee is still inside the two-hour minimum compensation time frame from the first call back until 10:00 P.M., the employee will receive those two hours (8-10 P.M.) plus an additional thirty minutes of compensation (10-10:30 P.M.).

      If the employee had received the additional call back assignment at 10:01 P.M. or later, they would have been guaranteed to receive a new two hour minimum compensation (i.e., 10:01 P.M. – 12:01 A.M. or 11:30 P.M. – 1:30 A.M., etc.).

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4. Rate of Compensation for Call Back

   Compensation for call-back shall be calculated using the employee's base rate of pay. An employee may request to accumulate compensatory time, to be accrued in the same increments provided below, in lieu of cash payment.

   A. Non-Holidays

      An employee called back to work on a non-holiday shall be paid double time (2x) for the first hour of work and one and one-half (1½) times for all time worked in excess of one (1) hour.

   B. Holidays

      An employee called back to work on a designated holiday, as defined in Section 10.1 – Designated Holidays, shall be paid double time (2x) for the first two (2) hours of work and one and one-half (1½) times for all time worked in excess of two (2) hours. In addition, the employee shall still accrue the appropriate amount of holiday hours in accordance with Section 10.2 – Accrual.

Section 22.15 Acting Pay

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.

1. Need for Acting Assignments

   For the purposes of this section, it is understood acting assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:

   - 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.

   - 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.

2. Selection for Acting Assignments

   The selection of an employee for an acting assignment shall be at the sole discretion of the Department Director or designee, taking into consideration the requirements of the position to be filled and the qualifications, job performance, and seniority of those employees

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eligible for the acting assignment. No employee shall be appointed to an acting assignment either when on probation or into a position classification more than one (1) class level above their 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 their regular class and if the acting position is filled, then the acting assignment shall terminate, and the employee restored to their regular position.

3. 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 fifteenth (15^{th}) working day that the employee is acting in the higher-level position within any sixty (60) day period from when the work in the higher-level position starts.

   Acting pay shall be retroactive to the first (1^{st}) 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 five percent (5.0%) higher than the base salary of the employee's regular assignment. If Step 1 is less than five percent (5.0%) greater, the acting appointment will be made at the first step which is greater than five percent (5.0%) but is less than ten percent (10.0%) above the base salary.

   No changes in employee benefits shall be granted to employees in acting assignments.

4. 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.

5. 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 (6) months.

Section 22.16 Peace Officer Standards and Training Certification

Effective January 1, 2018, each employee who possesses an eligible certificate, issued by the California Peace Officer Standards and Training ("POST"), shall receive a premium on the first pay period of each month.

Eligible POST certificates and the corresponding monthly premiums are as follows:

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- Fifty dollars ($50.00) for an Intermediate Public Safety Dispatcher

- One hundred dollars ($100.00) for an Advanced Public Safety Dispatcher

Each employee may only receive payment for the single highest certificate held.

Employees seeking compensation shall submit a copy of their POST certificate(s) to the Human Resources Department for processing. The premium shall be paid retroactive to the first pay period following the date of issuance on the POST certificate or date of hire, whichever is later.

Section 22.17 Class B Certification Pay

For all employees who are not required to have a Class B certification license as part of their normal duties but receive and maintain one will receive a monthly premium of one hundred dollars ($100.00).

ARTICLE 23 – UNIT MODIFICATION

To the extent that any element of this article is inconsistent with any other provision of Chapter 2.32 – Employee Relations in the City's Municipal Code, the provisions of this article shall prevail to the extent necessary to cause the article to be operative.

Section 23.1 Determination of Appropriate Units

The policy objectives in determining the appropriateness of units shall regard the effect of a proposed unit on:

- 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

- 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:

- Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.

- 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.

- Consistency with the organizational patterns of the City.

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- 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.

- 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 (2) or more units.

Notwithstanding the foregoing provisions of the section, managerial, supervisory and confidential responsibilities, as defined in this article, 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.

Section 23.2 Definitions

The following definitions apply to this article:

- "Appropriate Unit" means a unit of employee classes or positions, established pursuant to Section 23.1 – Determination of Appropriate Units.

- "Management Employee" means any employee having responsibility for formulating, administering or managing the implementation of City policies and programs.

- "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.

- "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.

Section 23.3 Procedure for Modification of Established Appropriate Units

1. Requests by Employee Organizations

   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 petition for recognition and, in addition to the requirements

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set forth in Municipal Code Section 2.32.050 – Petition for Recognition, 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 Section 23.1 – Determination of Appropriate Units. The Director of Human Resources/Risk Management shall process such petition as recognition petitions are processed under this Chapter.

2. Proposal by Human Resources

   The Director of Human Resources/Risk Management may on their 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).

3. Request for Meeting

   Not later than seven (7) calendar days after receipt of a request to meet, 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 Section 23.1 – Determination of Appropriate Units and shall give written notice of such determination by depositing the same in U.S.P.S. mail, addressed to the affected employee organizations. The Director of Human Resources/Risk Management's determination may be appealed as provided in Section 23.4 – Appeals. However, if a unit is modified pursuant to the motion of the Director of Human Resources/Risk Management, employee organizations may thereafter file petitions of recognition seeking to become the exclusively recognized employee organization for such new appropriate unit(s) pursuant to Municipal Code Section 2.32.050 – Petition for Recognition.

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

Section 23.4 Appeals

An employee organization aggrieved by an appropriate unit determination of the Director of Human Resources/Risk Management pursuant to this article 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

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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 Section 23.1 – Determination of Appropriate Units. The City Manager shall conduct the appeal hearing within fifteen (15) calendar days of receipt of the appeal and shall issue their 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.P.S. mail and shall be administratively final and binding.

ARTICLE 24 – GENERAL PERSONNEL PROVISIONS

Section 24.1 Probationary Period

All unit employees, excluding classifications of Communications Dispatcher, who are newly hired or promoted shall serve a probationary period of twelve (12) months.

Employees appointed as a Communications Dispatcher Trainee or an initial hire Communications Dispatcher shall serve a probationary period of eighteen (18) months.

Employees on probation should be evaluated quarterly in order to determine their performance, with a minimum of two evaluations conducted during their probationary period. However, if the probationary employee does not receive the suggested number of evaluations or any evaluation is not given on the suggested schedule, the probationary employee gains no property rights to their employment nor are they entitled to any due process rights if released from probation.

Section 24.2 Performance Evaluations

Except as modified herein, performance evaluations shall be governed by Municipal Code Chapter 2.36 – Salaries and Administrative Policy Number 30-05 – Employee Performance and Appraisal Development Report as revised on November 7, 2016.

It is the intent of the City that employees shall receive routine performance appraisals. Merit increases are earned for meritorious performance and in accordance with Section 20.4 – Salary Advancement in this MOU. However, if an 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's anniversary date for merit increase consideration. The employee is to notify their supervisor and Human Resources at the time the sixty (60) calendar days has been exceeded. A personnel action form will be completed and the merit increase shall be made retroactive to the employee's anniversary date.

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ARTICLE 25 – UNIT VACANCIES

Per California Government Code 3502.3, the City is required to present the status of vacancies and recruitment and retention efforts during a public hearing before the governing board at least once per fiscal year.

The City shall provide the Union with at least twenty (20) calendar days' notice of the date of the public hearing. The notice will specify the number of job vacancies for each represented job classification, as well as the total number of authorized full-time positions within the bargaining unit and total vacancies overall for the bargaining unit. If the public hearing is during unit employees' regular working hours, the City shall provide paid release time for two (2) employees to participate in the public hearing.

ARTICLE 26 – LABOR-MANAGEMENT COMMITTEE

In the interest of fostering and continuing a spirit and atmosphere of harmonious employer-employee relationships, a Labor-Management Committee (LMC) shall meet at least three times a year, every four months for the purpose of discussing employee relations matters as they relate to the best implementation of this MOU. The Union shall be responsible for setting up these meetings and sending out invitation. The recommendations of the LMC shall be advisory only. The LMC shall consist of the Director of Human Resources/Risk Management, the Union and employee representative(s). Other members of the City's Executive Management team may be invited to attend. Additional ad hoc meetings may be scheduled at the written request of either party and meetings shall be scheduled to occur within ten business days of the written request.

ARTICLE 27 – SAVINGS CLAUSE

This MOU 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 MOU should be in conflict or inconsistent with 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, only such provision(s) shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not otherwise be affected thereby.

ARTICLE 28 – FULL UNDERSTANDING, MODIFICATIONS AND WAIVER

The parties acknowledge that during the meeting and conferring in good faith, which resulted in this MOU, 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 MOU.

Therefore, the City and the Union, for the life of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees, that the other party shall not be obligated to meet and confer

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with respect to any subject or matter referred to or covered in this MOU, or with respect to any subject or matter not specifically referred to or covered in this MOU, 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 MOU.

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, race, age, sex, religious creed, color, physical disability, mental disability, medical condition, marital status, sexual orientation, national origin, ancestry, political/union activity, or any other protected class.

The parties hereto agree this MOU cannot be modified, changed, and/or canceled in any way, except by mutual written consent of said parties as set forth below or in Article 29 – TERM.
The parties acknowledge the provisions of the MOU require a close degree of cooperation between the parties. The need to modify the MOU and/or clarify the intent or application of some MOU provisions may arise during the term of this MOU. If such need arises, the parties may make such modifications, refinements and/or adjustments through the use of a Side Letter or a Letter of Agreement ("LOA"). The use and content of any such Side Letter or LOA must be mutually agreed upon by the parties, executed in writing, attached to this MOU as an addendum, and become a part hereof.

LOA's will be used for the purpose of clarification of existing MOU provisions with no substantive or economic change to the MOU. LOA's may be executed on behalf of the City by the Director of Human Resources and the City Manager.

Side Letter's will be used to amend the MOU. Such amendments may or may not have a substantive and/or economic impact. Side letters with insignificant or no economic impact to the City, as determined by the City Manager after consultation with the City Attorney, may be executed on behalf of the City by the Director of Human Resources and the City Manager. Side letters with a significant economic impact to the City, as determined by the City Manager, may be tentatively agreed to by the Director of Human Resources and the City Manager, in a form approved by the City Attorney, but will have no force and effect whatsoever unless or until approved by City Council.

Should the City grant a wage increase or modify benefits for any other recognized employee group not contained in that group's existing MOU on or before the end of this MOU, the City agrees that said changes will be discussed between the parties hereto.

This agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior agreements, commitments, and practices.

ARTICLE 29 – SUBCONTRACTING

The City agrees to make a good faith effort to find and recruit bargaining unit employees before subcontracting any work.

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The City agrees to comply with the provisions of the Meyers-Milias-Brown Act, Government Code Section 3500 *et. seq.*, before it contracts out work or transfers out work to non-bargaining unit employees.

ARTICLE 30 – TERM

This MOU shall be in effect for an initial term commencing July 1, 2025, and ending June 30, 2028. It is, however, the mutual understanding of all parties hereto that this MOU is of no force or effect whatsoever unless or until ratified by the members of SEIU in the unit and the City Council of the City of Monterey Park. This MOU shall continue in effect from year-to-year thereafter, unless amended.

This MOU may be amended at 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 end of the applicable term. Bargaining shall begin within thirty (30) calendar days following the receipt of such notice, unless mutually agreed to otherwise.

Following the expiration of the MOU, the MOU shall continue in effect until a successor MOU is agreed upon.

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ARTICLE 31 – 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.

IN WITNESS HEREOF, the parties here to have caused this Memorandum of Understanding to be executed this 6th day of August 2025.

SEIU LOCAL 721

By: _____
John Lieu, Chapter President

By: _____
Javier Elias, Chapter Vice-President

By: _____
Deborah Takahashi, Chapter Secretary

By: _____
Jocelin Chavez, Negotiating Team Member

By: _____
Christian Moore, Negotiating Team Member

By: _____
Frankie Dominguez, Negotiating Team Member

By: _____
Robert Feria, Chief Negotiator

CITY OF MONTEREY PARK

By: _____
Inez Alvarez, City Manager

By: _____
Christine Tomikawa, Director of Human Resources & Risk Management

APPROVED AS TO FORM:

_____
Karl H. Berger
City Attorney

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APPENDIX A-1

SEIU 2025-2026 SALARY TABLE

The following salary tables are effective July 5, 2025:

FY 2025-2026
Effective date: 07/05/2025

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Account Clerk	24	$4,427	$4,652	$4,887	$5,135	$5,526
Accountant	34	$6,235	$6,551	$6,884	$7,231	$7,783
Administrative Aide	11	$5,439	$5,714	$6,003	$6,307	$6,788
Animal Services Officer	8	$4,715	$4,954	$5,205	$5,468	$5,885
Assistant Deputy City Clerk	39	$5,688	$5,976	$6,279	$6,596	$7,101
Assistant Planner	14	$6,420	$6,746	$7,086	$7,446	$8,013
Associate Planner	43	$7,288	$7,657	$8,045	$8,453	$9,097
Auto Shop Technician	22	$4,725	$4,965	$5,216	$5,480	$5,898
Building Inspector	42	$7,182	$7,545	$7,927	$8,329	$8,964
Building Trades Technician	29	$5,598	$5,881	$6,179	$6,491	$6,986
Child Care Assistant	6	$4,322	$4,542	$4,771	$5,013	$5,395
Civil Engineering Assistant	16	$6,972	$7,325	$7,696	$8,085	$8,701
Civil Engineering Technician	13	$6,059	$6,366	$6,688	$7,026	$7,563
Code Enforcement Officer	12	$5,739	$6,029	$6,334	$6,655	$7,163
Communication Dispatcher	37	$5,924	$6,225	$6,540	$6,871	$7,394
Communications Dispatcher Trainee	33	$4,896	$5,144	$5,404	$5,678	$6,110
Retitled Media Specialist II						
Community Service Officer	45	$4,708	$4,946	$5,197	$5,460	$5,876
Consumer Service Representative	23	$5,294	$5,562	$5,843	$6,139	$6,607
Crew Leader	29	$5,598	$5,881	$6,179	$6,491	$6,986
Cross Connection Control Inspector	1	$7,105	$7,464	$7,843	$8,239	$8,967
Dial-A-Ride Dispatcher	45	$4,708	$4,946	$5,197	$5,460	$5,876
Dial-A-Ride Driver	17	$3,174	$3,335	$3,503	$3,681	$3,962
Economic Development Specialist	16	$6,972	$7,325	$7,696	$8,085	$8,701
Electrician	13	$6,059	$6,366	$6,688	$7,026	$7,563
Equipment Mechanic	29	$5,598	$5,881	$6,179	$6,491	$6,986
Equipment Service Specialist	22	$4,725	$4,965	$5,216	$5,480	$5,898
Evidence Officer	44	$5,083	$5,340	$5,611	$5,895	$6,344
Fire Prevention Permit Technician	10	$5,172	$5,434	$5,709	$5,997	$6,455
Fire Safety Specialist	15	$6,804	$7,149	$7,511	$7,890	$8,493
Fire Recruit	1S	$5,553				
Geographical Information Systems (GIS) Analyst	36	$6,932	$7,283	$7,651	$8,038	$8,651
Irrigation Specialist	22	$4,725	$4,965	$5,216	$5,480	$5,898
Information Technology Technician I	12	$5,739	$6,029	$6,334	$6,655	$7,163
Information Technology Technician II	15	$6,804	$7,149	$7,511	$7,890	$8,493
Jailer	3	$4,977	$5,228	$5,493	$5,771	$6,211
Lead Equipment Mechanic	38	$6,438	$6,763	$7,106	$7,466	$8,034
Librarian	7	$6,489	$6,818	$7,162	$7,525	$8,098
Library Circulation Service Supervisor	9	$4,934	$5,184	$5,446	$5,721	$6,159
Library Assistant	6	$4,322	$4,542	$4,771	$5,013	$5,395

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Library Technician	9	$4,934	$5,184	$5,446	$5,721	$6,159
Maintenance Worker	20	$4,498	$4,725	$4,965	$5,216	$5,614
Management Aide	28	$5,467	$5,742	$6,034	$6,338	$6,821
Management Analyst	36	$6,932	$7,283	$7,651	$8,038	$8,651
Media Specialist I	10	$5,172	$5,434	$5,709	$5,997	$6,455
Media Specialist II	18	$5,711	$6,000	$6,304	$6,623	$7,128
Office Assistant (Senior Clerk Typist)	6	$4,322	$4,542	$4,771	$5,013	$5,395
Outreach and Housing Navigation Coord.	46	$5,823	$6,118	$6,428	$6,753	$7,268
Park Maintenance Crew Leader	29	$5,598	$5,881	$6,179	$6,491	$6,986
Park Maintenance Lead Worker	26	$5,205	$5,468	$5,745	$6,036	$6,496
Park Maintenance Worker	20	$4,498	$4,725	$4,965	$5,216	$5,614
Permit Technician I	10	$5,172	$5,434	$5,709	$5,997	$6,455
Permit Technician II	12	$5,739	$6,029	$6,334	$6,655	$7,163
Plan Checker	41	$7,689	$8,078	$8,487	$8,917	$9,597
Planning Technician	11	$5,439	$5,714	$6,003	$6,307	$6,788
Police Clerk	4	$4369	$4,591	$4,823	$5,067	$5,454
Police Officer Recruit	1S	$5,553				
Pool Maintenance Worker	20	$4,498	$4,725	$4,965	$5,216	$5,614
Program Coordinator	11	$5,439	$5,714	$6,003	$6,307	$6,788
Public Works Inspector	35	$6,424	$6,749	$7,091	$7,449	$8,018
Public Works Technician	11	$5,439	$5,714	$6,003	$6,307	$6,788
Recreation Specialist	6	$4,322	$4,542	$4,771	$5,013	$5,395
Secretary (non-conf)	10	$5,172	$5,434	$5,709	$5,997	$6,455
Senior Account Clerk (non-conf)	10	$5,172	$5,434	$5,709	$5,997	$6,455
Senior Code Compliance Officer	14	$6,420	$6,746	$7,086	$7,446	$8,013
Senior Library Assistant	8	$4,715	$4,954	$5,205	$5,468	$5,885
Senior Maintenance Worker	33	$4,896	$5,144	$5,404	$5,678	$6,110
Senior Management Analyst	19	$8,227	$8,644	$9,082	$9,542	$10,270
Senior Water Production System Operator	40	$6,596	$6,930	$7,281	$7,649	$8,232
Support Services Supervisor	15	$6,804	$7,149	$7,511	$7,890	$8,493
Water Distribution Lead Worker	27	$5,692	$5,980	$6,283	$6,601	$7,104
Water Production System Operator	25	$5,841	$6,136	$6,447	$6,774	$7,290
Water Utility Maintenance Worker	21	$4,879	$5,126	$5,385	$5,658	$6,089

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APPENDIX A-2

SEIU 2026-2027 SALARY TABLE

The following salary tables are effective the first full pay period after July 1, 2026:

FY 2026-2027
Effective date: 07/04/2026

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Account Clerk	24	$4,604	$4,838	$5,083	$5,340	$5,747
Accountant	34	$6,485	$6,813	$7,159	$7,521	$8,094
Administrative Aide	11	$5,656	$5,943	$6,243	$6,560	$7,060
Animal Services Officer	8	$4,903	$5,152	$5,413	$5,687	$6,121
Assistant Deputy City Clerk	39	$5,916	$6,215	$6,530	$6,860	$7,385
Assistant Planner	14	$6,677	$7,016	$7,370	$7,744	$8,333
Associate Planner	43	$7,580	$7,963	$8,367	$8,791	$9,461
Auto Shop Technician	22	$4,914	$5,163	$5,424	$5,699	$6,134
Building Inspector	42	$7,469	$7,847	$8,244	$8,662	$9,323
Building Trades Technician	29	$5,822	$6,116	$6,426	$6,751	$7,266
Child Care Assistant	6	$4,495	$4,723	$4,962	$5,214	$5,611
Civil Engineering Assistant	16	$7,251	$7,618	$8,004	$8,408	$9,049
Civil Engineering Technician	13	$6,301	$6,621	$6,956	$7,307	$7,865
Code Enforcement Officer	12	$5,969	$6,270	$6,588	$6,921	$7,450
Communication Dispatcher	37	$6,161	$6,474	$6,801	$7,146	$7,690
Communications Dispatcher Trainee	33	$5,092	$5350	$5,621	$5,905	$6,355
Community Service Officer	45	$4,896	$5,144	$5,405	$5,678	$6,111
Consumer Service Representative	23	$5,505	$5,785	$6,077	$6,384	$6,871
Crew Leader	29	$5,822	$6,116	$6,426	$6,751	$7,266
Cross Connection Control Inspector	1	$7,389	$7,763	$8,156	$8,568	$9,222
Dial-A-Ride Dispatcher	45	$4,896	$5,144	$5,405	$5,678	$6,111
Dial-A-Ride Driver	17	$3,301	$3,468	$3,643	$3,828	$4,120
Economic Development Specialist	16	$7,251	$7,618	$8,004	$8,408	$9,049
Electrician	13	$6,301	$6,621	$6,956	$7,307	$7,865
Equipment Mechanic	29	$5,822	$6,116	$6,426	$6,751	$7,266
Equipment Service Specialist	22	$4,914	$5,163	$5,424	$5,699	$6,134
Evidence Officer	44	$5,286	$5,553	$5,835	$6,131	$6,598
Fire Prevention Permit Technician	10	$5,379	$5,651	$5,937	$6,237	$6,713
Fire Safety Specialist	15	$7,076	$7,435	$7,811	$8,206	$8,832
Fire Recruit	1S	$5,775				
Geographical Information Systems (GIS) Analyst	36	$7,209	$7,574	$7,957	$8,360	$8,997
Irrigation Specialist	22	$4,914	$5,163	$5,424	$5,699	$6,134
Information Technology Technician I	12	$5,739	$6,029	$6,334	$6,655	$7,163
Information Technology Technician II	15	$7,076	$7,435	$7,811	$8,206	$8,832
Jailer	3	$5,176	$5,437	$5,713	$6,002	$6,459
Lead Equipment Mechanic	38	$6,696	$7,034	$7,391	$7,765	$8,355
Librarian	7	$6,749	$7,091	$7,449	$7,826	$8,422
Library Circulation Service Supervisor	9	$5,131	$5,391	$5,663	$5,950	$6,405
Library Assistant	6	$4,495	$4,723	$4,962	$5,214	$5,611
Library Technician	9	$5,131	$5,391	$5,663	$5,950	$6,405

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Maintenance Worker	20	$4,678	$4,914	$5,163	$5,424	$5,839
Management Aide	28	$5,686	$5,971	$6,275	$6,591	$7,094
Management Analyst	36	$7,209	$7,574	$7,957	$8,360	$8,997
Media Specialist I	10	$5,379	$5,651	$5,937	$6,237	$6,713
Media Specialist II	18	$5,939	$6,240	$6,556	$6,888	$7,413
Office Assistant	6	$4,495	$4,723	$4,962	$5,214	$5,611
Outreach and Housing Navigation Coord.	46	$6,056	$6,362	$6,685	$7,023	$7,559
Park Maintenance Crew Leader	29	$5,822	$6,116	$6,426	$6,751	$7,266
Park Maintenance Lead Worker	26	$5,413	$5,687	$5,975	$6,278	$6,756
Park Maintenance Worker	20	$4,678	$4,914	$5,163	$5,424	$5,839
Permit Technician I	10	$5,379	$5,651	$5,937	$6,237	$6,713
Permit Technician II	12	$5,739	$6,029	$6,334	$6,655	$7,163
Plan Checker	41	$7,996	$8,401	$8,826	$9,274	$9,981
Planning Technician	11	$5,656	$5,943	$6,243	$6,560	$7,060
Police Clerk	4	$4,544	$4,775	$5,016	$5,270	$5,672
Police Officer Recruit	1S	$5,775				
Pool Maintenance Worker	20	$4,678	$4,914	$5,163	$5,424	$5,839
Program Coordinator	11	$5,656	$5,943	$6,243	$6,560	$7,060
Public Works Inspector	35	$6,681	$7,019	$7,375	$7,747	$8,338
Public Works Technician	11	$5,656	$5,943	$6,243	$6,560	$7,060
Recreation Specialist	6	$4,322	$4,542	$4,771	$5,013	$5,395
Secretary (non-conf)	10	$5,379	$5,651	$5,937	$6,237	$6,713
Senior Account Clerk (non-conf)	10	$5,379	$5,651	$5,937	$6,237	$6,713
Senior Code Compliance Officer	14	$6,677	$7,016	$7,370	$7,744	$8,333
Senior Library Assistant	8	$4,903	$5,152	$5,413	$5,687	$6,121
Senior Maintenance Worker	33	$5,092	$5350	$5,621	$5,905	$6,355
Senior Management Analyst	19	$8,556	$8,989	$9,445	$9,924	$10,681
Senior Water Production System Operator	40	$6,860	$7,207	$7,572	$7,955	$8,561
Support Services Supervisor	15	$7,076	$7,435	$7,811	$8,206	$8,832
Water Distribution Lead Worker	27	$5,920	$6,219	$6,534	$6,865	$7,388
Water Production System Operator	25	$6,075	$6,382	$6,705	$7,045	$7582
Water Utility Maintenance Worker	21	$5,074	$5,331	$5,601	$5,885	$6,333

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APPENDIX A-3

SEIU 2027-2028 SALARY TABLE

The following salary tables are effective the first full pay period after July 1, 2027:

FY 2027-2028
Effective date: 07/03/2027

Job Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Account Clerk	24	$4,742	$4,983	$5,235	$5,500	$5,919
Accountant	34	$6,679	$7,018	$7,374	$7,746	$8,337
Administrative Aide	11	$5,826	$6,121	$6,431	$6,756	$7,272
Animal Services Officer	8	$5,051	$5,307	$5,576	$5,857	$6,304
Assistant Deputy City Clerk	39	$6,093	$6,402	$6,726	$7,066	$7,606
Assistant Planner	14	$6,878	$7,226	$7,591	$7,976	$8,583
Associate Planner	43	$7,807	$8,202	$8,618	$9,054	$9,745
Auto Shop Technician	22	$5,062	$5,318	$5,587	$5,870	$6,318
Building Inspector	42	$7,693	$8,082	$8,491	$8,922	$9,602
Building Trades Technician	29	$5,996	$6,299	$6,619	$6,953	$7,484
Child Care Assistant	6	$4,630	$4,865	$5,111	$5,370	$5,779
Civil Engineering Assistant	16	$7,469	$7,846	$8,244	$8,660	$9,321
Civil Engineering Technician	13	$6,490	$6,819	$7,164	$7,527	$8,101
Code Enforcement Officer	12	$6,148	$6,458	$6,785	$7,129	$7,673
Communication Dispatcher	37	$6,346	$6,668	$7,005	$7,360	$7,921
Communications Dispatcher Trainee	33	$5,245	$5,510	$5,789	$6,082	$6,545
Community Service Officer	45	$5,043	$5,298	$5,567	$5,849	$6,294
Consumer Service Representative	23	$5,671	$5,958	$6,259	$6,576	$7,077
Crew Leader	29	$5,996	$6,299	$6,619	$6,953	$7,484
Cross Connection Control Inspector	1	$7,611	$7,996	$8,401	$8,825	$9,498
Dial-A-Ride Dispatcher	45	$5,671	$5,958	$6,259	$6,576	$7,077
Dial-A-Ride Driver	17	$3,400	$3,572	$3,753	$3,943	$4,244
Economic Development Specialist	16	$7,469	$7,846	$8,244	$8,660	$9,321
Electrician	13	$6,490	$6,819	$7,164	$7,527	$8,101
Equipment Mechanic	29	$5,996	$6,299	$6,619	$6,953	$7,484
Equipment Service Specialist	22	$5,062	$5,318	$5,587	$5,870	$6,318
Evidence Officer	44	$5,444	$5,720	$6,010	$6,314	$6,796
Fire Prevention Permit Technician	10	$5,540	$5,821	$6,115	$6,424	$6,914
Fire Safety Specialist	15	$7,288	$7,658	$8,046	$8,452	$9,097
Fire Recruit	1S	$5,948				
Geographical Information Systems (GIS) Analyst	36	$7,425	$7,801	$8,195	$8,611	$9,267
Irrigation Specialist	22	$5,062	$5,318	$5,587	$5,870	$6,318
Information Technology Technician I	12	$6,148	$6,458	$6,785	$7,129	$7,673
Information Technology Technician II	15	$7,288	$7,658	$8,046	$8,452	$9,097
Jailer	3	$5,331	$5,600	$5,884	$6,182	$6,653
Lead Equipment Mechanic	38	$6,897	$7,245	$7,612	$7,998	$8,606
Librarian	7	$6,951	$7,303	$7,672	$8,061	$8,675
Library Circulation Service Supervisor	9	$5,285	$5,553	$5,833	$6,129	$6,597
Library Assistant	6	$4,630	$4,865	$5,111	$5,370	$5,779
Library Technician	9	$5,285	$5,553	$5,833	$6,129	$6,597

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Maintenance Worker	20	$4,818	$5,062	$5,318	$5,587	$6,014
Management Aide	28	$5,856	$6,150	$6,463	$6,789	$7,307
Management Analyst	36	$7,425	$7,801	$8,195	$8,611	$9,267
Media Specialist I	10	$5,540	$5,821	$6,115	$6,424	$6,914
Media Specialist II	18	$6,117	$6,427	$6,753	$7,095	$7,635
Office Assistant	6	$4,630	$4,865	$5,111	$5,370	$5,779
Outreach and Housing Navigation Coord.	46	$6,238	$6,553	$6,886	$7,234	$7,785
Park Maintenance Crew Leader	29	$5,996	$6,299	$6,619	$6,953	$7,484
Park Maintenance Lead Worker	26	$5,576	$5,857	$6,154	$6466	$6,958
Park Maintenance Worker	20	$4,818	$5,062	$5,318	$5,587	$6,014
Permit Technician I	10	$5,540	$5,821	$6,115	$6,424	$6,914
Permit Technician II	12	$6,148	$6,458	$6,785	$7,129	$7,673
Plan Checker	41	$8,236	$8,653	$9,091	$9,552	$10,280
Planning Technician	11	$5,826	$6,121	$6,431	$6,756	$7,272
Police Clerk	4	$4,681	$4,918	$5,167	$5,428	$5,842
Police Officer Recruit	1S	$5,948				
Pool Maintenance Worker	20	$4,818	$5,062	$5,318	$5,587	$6,014
Program Coordinator	11	$5,826	$6,121	$6,431	$6,756	$7,272
Public Works Inspector	35	$6,881	$7,230	$7,596	$7,980	$8,588
Public Works Technician	11	$5,826	$6,121	$6,431	$6,756	$7,272
Recreation Specialist	6	$4,630	$4,865	$5,111	$5,370	$5,779
Secretary (non-conf)	10	$5,540	$5,821	$6,115	$6,424	$6,914
Senior Account Clerk (non-conf)	10	$5,540	$5,821	$6,115	$6,424	$6,914
Senior Code Compliance Officer	14	$6,878	$7,226	$7,591	$7,976	$8,583
Senior Library Assistant	8	$5,051	$5,307	$5,576	$5,857	$6,304
Senior Maintenance Worker	33	$5,245	$5,510	$5,789	$6,082	$6,545
Senior Management Analyst	19	$8,813	$9,259	$9,728	$10,221	$11,001
Senior Water Production System Operator	40	$7,066	$7,423	$7,799	$8,193	$8,818
Support Services Supervisor	15	$7,288	$7,658	$8,046	$8,452	$9,097
Water Distribution Lead Worker	27	$6,097	$6,405	$6,730	$7,071	$7,610
Water Production System Operator	25	$6,257	$6,573	$6,906	$7,256	$7,809
Water Utility Maintenance Worker	21	$5,226	$5,491	$5,769	$6,061	$6,523

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APPENDIX B

SCHEDULE A

OPTIONAL BENEFIT COVERAGES

Optional Benefit Coverages shall consist of coverages under the following plans maintained by the Employer:

- City of Monterey Park Medical Plans
- City of Monterey Park Dental Plan
- City of Monterey Park Vision Plan

Election of cash in lieu of benefits:

An Employee who has completed a waiver of coverage form shall receive a monthly taxable opt-out in the amount in the amount of $600.00.

The plan documents for the above-referenced plans are hereby incorporated into this Plan by reference.

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