RESOLUTION NO. 2025-R77

A RESOLUTION FIXING THE SALARY RATES AND BENEFITS FOR EXECUTIVE MANAGEMENT EMPLOYEES.

BE IT RESOLVED by the City Council of the City of Monterey Park as follows:

SECTION 1: *Executive Management Team*. The City's executive management team (collectively, the "EMT") are not represented by a bargaining unit and consists of unrepresented employees set forth below:

Assistant City Manager
City Librarian
Director of Community and Economic Development
Director of Finance
Director of Human Resources & Risk Management
Director of Public Works
Director of Recreation & Community Services
Fire Chief
Police Chief

SECTION 2: *At-Will Middle Management Team.* The City's middle management team (collectively, the "Managers") are not represented by a bargaining unit and consist of unrepresented employees set forth below:

Administrative Manager
Assistant Water Utility Manager
Building Official
Finance Manager
Human Resources/Risk Management Manager
Information Technology Services Manager
Library Manager
Planning Manager
Public Works Manager
Recreation Manager
Water Utility Manager

SECTION 3: *Salary Range.* Salaries will be in the range set forth in attached Exhibit A, which is incorporated by reference (the "Base Salary").

SECTION 4: *Salary Increase*. The Base Salary for each current employee governed by this Resolution will be increased to reflect a cost of living adjustment ("COLA"):

3.0% - Effective the first full pay period after July 1, 2025
3.5% - Effective the first full pay period after July 1, 2026
3.0% - Effective the first full pay period after July 1, 2027

Effective July 5, 2025, an equity adjustment of 12.1% to the base salary range for Assistant City Manager, Fire Chief, and Police Chief.

SECTION 5: *Merit Pay Salary Advancement*. Separate from Section 4, MANAGERS and EMT employees may also earn a salary advancement based upon their performance. Such a salary adjustment may be granted and calculated as follows:

A. A salary advancement will be based upon the EMT and MANAGERS employee's overall performance rating as demonstrated in the employee's most recent Performance Review issued by the City Manager or MANAGERS supervisor. A MANAGERS or EMT employee is eligible for salary advancement every 12 months, based on the anniversary date of their appointment to the EMT or MANAGERS or at least 12 months after their last salary advancement (if any).

B. Salary advancement is granted solely within the City Manager's discretion for EMT employees and direct supervisor for the MANAGERS employee based upon the determination of performance. Except for exceptional performance, salary advancement cannot exceed a total of five percent of an EMT or MANAGERS employee's Base Salary ("Performance Percentage").

C. In rare instances, and for exceptional performance, the City Manager may, in his/her/their sole discretion, authorize up to two percent additional salary advancement ("Merit Percentage") for EMT employees.

D. The City Manager may use the Performance Percentage, the Merit Percentage, or a combination of the Performance Percentage and Merit Percentage (collectively, the Merit Pay Salary Adjustment") to increase an EMT employee's Base Salary to the top of their salary range. Under no circumstances may a MANAGERS or EMT employee's Base Salary exceed the top of their salary range in Exhibit A.

E. If the sum of the Merit Pay Salary Advancement granted by the City Manager causes a MANAGERS or EMT employee's Base Salary to exceed the top of the salary range in Exhibit A, then the excess will be paid to the MANAGERS or EMT employee in a lump sum.

F. Any Merit Pay Salary Advancement granted by the City Manager will be calculated using the MANAGERS or EMT employee's Base Salary at the time of the Performance Review and before any adjustment for a COLA.

SECTION 6: *Fair Labor Standards Act ("FLSA").* Unless otherwise provided by federal law, MANAGERS and EMT employees are designated as exempt from the provisions of the FLSA and are ineligible for overtime compensation.

SECTION 7: *Public Employees' Retirement System.* City is a contract member of the California Public Employees' Retirement System (CalPERS). Under this contract, all MANAGERS and EMT employees, except the Police Chief and Fire Chief, are classified as "miscellaneous members" (as are all other non-sworn employees). The Police Chief is classified as local police and receives the same benefits as the sworn regular police, and the Fire Chief is classified as local fire and receives the same benefits as the sworn regular fire. The contract for EMT employees who are CalPERS members includes the following options:

A. Miscellaneous Members:

1) Retirement benefits as provided in contract with California Public Employees' Retirement System ("CalPERS") are as follows:

    a. 2.7% @ 55 formula for Classic CalPERS members and with no service break greater than 6 months (Government Code 21354.5).
    b. 1959 Survivor's Benefit at Level 4 (Government Code 21574).
    c. Military Service Credit as Public Service (Government Code 21024).
    d. Classic members have Single Highest Year Compensation (Government Code 20042).
    e. Pre-Retirement Option 2W Death Benefit.

2) All employees who are classic members under CalPERS law shall contribute 8% of compensation earnable as the employee contribution to CalPERS retirement.

3) Employees who are 'New Members' as defined by the CalPERS Pension Reform Act of 2013 ("PEPRA") (e.g., an employee hired on or after 1/1/2013 who have never been a CalPERS member or member of a reciprocal system or who have had a break in CalPERS service of at least 6 months or more) will be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits: retirement formula 2% @ 62 and three-year average final compensation (Government Code 7522.20).

4) All employees who are PEPRA members under CalPERS law shall contribute one half of the total normal cost of their retirement benefits as determined annually by CalPERS.

B. Safety Members:

1) Retirement Benefits as provided in contract, dated November 1, 1952, with the Public Employees' Retirement System are as follows:

    a. Effective June 24, 1989, "Single Highest Year" option;
    b. Effective March 20, 1976, "Post Retirement Survivor" option;
    c. Effective May 8, 1999, "1959 Survivor's Benefit" - Level 4;
    d. Effective August 18, 2001, “3% @ 55” formula Retirement Plan.
    e. Effective November 1, 2003, Military Service Credit as Public Service

2) All employees who are classic members under the Public Employees Retirement Law shall pay 9% of compensation earnable as the employee contribution to CalPERS.

3) Employees who are classic members have the retirement formula that existed with the City on December 31, 2012, 3% @ 55 with single highest year for final compensation. (Tier 1)

4) Employees who are ‘New Members’ as defined by the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits: retirement formula 2.7% @ 57 and the three year average final compensation. PEPRA members contribute one-half of the total normal cost of their retirement benefits as determined annually by CalPERS.

5) Cost-Sharing

Classic Safety Employees:

Employee Paid Retirement Contribution: Classic employees currently pay the nine percent (9%) member contribution. Employees shall also pay an additional three percent (3%) retirement contribution as cost sharing pursuant to Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

PEPRA Safety Employees:

PEPRA employees pay their one-half the total normal cost as determined by CalPERS. “PEPRA employees will contribute 0.5% cost sharing pursuant to Government Code section 20516(a) in addition to their one-half of the total normal cost as determined by CalPERS. In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

For example, if the required PEPRA contribution is 12.25%, then PEPRA employees will contribute 12.25% (1/2 the normal cost) and 0.5% as cost-sharing, for a total employee contribution of 12.75%.

The parties agree to cost-sharing of the employer retirement rate as noted above. The City will pursue a contract amendment with CalPERS for the cost-sharing portion of employee contributions toward retirement. The parties agree to complete the contract amendment process. Cost sharing will begin as noted above.

If, at some future date, unit members no longer agree to cost sharing, the City will simultaneously reduce the salary range for all Unit members by 3% and reduce any impacted employees' base pay accordingly.

SECTION 8: *Medical*. The City participates in the CalPERS medical insurance program pursuant to the Public Employees' Medical and Hospital Care Act ("PEMHCA") to provide medical insurance benefits to MANAGERS and EMT employees and retirees who qualify for PEMHCA benefits ("Annuitant"). City will make contributions to CalPERS equal to the PEMHCA minimum contribution (which is subject to change by CalPERS annually) for MANAGERS, EMT employees and Annuitants that enroll in a CalPERS medical insurance plan. City also maintains an IRC Section 125 cafeteria plan. For active MANAGERS and EMT employees, the City contributes $1,995.00 per month in addition to the PEMHCA minimum contribution for the cafeteria plan to be used for medical insurance for in a CalPERS medical Plan. Effective the first pay date in December 2025, the City will contribute up to $2,100.00 per month in addition to the PEMHCA minimum contribution into the cafeteria plan to be used for medical insurance for active employees enrolled in a CalPERS medical plan. Effective the first pay date in December 2026, the City will contribute up to $2,250.00 per month in addition to the PEMHCA minimum contribution into the cafeteria plan to be used for medical insurance for active employees enrolled in a CalPERS medical plan. Effective the first pay date in December 2027, the City will contribute up to $2,400.00 per month in addition to the PEMHCA minimum contribution into the cafeteria plan to be used for medical insurance for active employees enrolled in a CalPERS medical plan.

SECTION 9: *Opt Out and Cash in Lieu.* All MANAGERS and EMT employees must enroll in an available City health program unless they opt out in accordance with this Resolution. MANAGERS and EMT employee(s) may receive cash in lieu for opting out of City's health insurance program if the employee provides proof that the MANAGERS or EMT employee and all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with City's plan year to which the opt out applies ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"). The MANAGERS or

EMT employee must sign an attestation, under penalty of perjury, each plan year that the MANAGERS and EMT employee seeks to opt out or within 30 days after the start of the plan year. The opt-out payment cannot be made, and City will not make payment, if the City knows or has reason to know that the employee or tax family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied. MANAGERS and EMT employees who opt out of the City sponsored medical plan and comply with the attestation requirement will receive $600.00 as taxable cash each month. This amount is not to be considered as pensionable compensation for the purposes of CalPERS. All MANAGERS and EMT employees agree to the necessary deductions from their pay for any of their chosen cafeteria plan benefits that exceed the maximums stated above. In addition, EMT employees are not eligible to receive taxable cash to the extent their chosen cafeteria plan benefits are less than maximums stated above.

SECTION 10: *Retiree Medical Benefits.* To the extent this Resolution governs MANAGERS and EMT Annuitants who were employees before the effective date of this Resolution, the City Council intends that this Resolution be retroactively effective. This Resolution is of general application to MANAGERS and EMT Annuitants who retired before its effective date. The benefits provided to individual MANAGERS and EMT Annuitants may be affected by separate instruments including, without limitation, separation agreements. In the event of any conflict between such agreements and this Resolution, the separate instrument will govern the benefits provided to such MANAGERS and EMT Annuitants.

A. All MANAGERS and EMT Annuitants who enroll in a CalPERS medical plan in retirement are eligible for a City paid contribution toward retiree medical benefits limited to the PEMHCA minimum contribution described above for MANAGERS and EMT employees.

B. EMT Annuitants who were City employees before January 1, 2016 and who retire after this Resolution becomes effective will receive a City monthly contribution to an HRA equal to the difference between the PEMHCA minimum and $1,375 per month. No participating Annuitants may receive cash if their chosen medical insurance benefit is less than the City's maximum monthly contribution to the HRA.

C. MANAGERS and EMT Annuitants who were City employees after January 1, 2016 who retire from City service after this Resolution becomes effective will receive a City monthly contribution to an HRA as follows:

    1) If the EMT employee retired from City of Monterey Park employment with 20 or more years of public agency service, with a minimum of 5 years of service with City of Monterey Park, and remains enrolled in PEMHCA in retirement he/she/they will receive up to $650/month

toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

2) If the EMT employee retired from City of Monterey Park employment with less than 20 years of public agency service or a MANAGERS employee retired from the City employment with 20 or more years of public agency service, with a minimum of 5 years of service with City of Monterey Park, and remains enrolled in PEMHCA in retirement he/she/they will receive up to $485/month toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

3) If the MANAGERS' employee retired from the City of Monterey Park employment with less than 20 years of public agency service, with a minimum of 5 years of service with City of Monterey Park, and remains enrolled in PEMHCA in retirement he/she will receive up to $355/month toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents

D. Medical insurance coverage chosen by a MANAGERS or EMT Annuitant exceeding the City's PEMHCA contribution will be withheld by CalPERS from the MANAGERS or EMT Annuitant's retirement benefit. To the extent that the Annuitant is entitled to a contribution above the PEMHCA minimum to the HRA, that HRA contribution can be directed by the Annuitant to be deposited by the HRA into the MANAGERS or EMT Annuitant's bank account.

SECTION 11: *Retirement Health Savings Plan:*

A. The intent of the RHSP is to help participants pay eligible medical expenses during retirement using tax-deferred funds.

1) Eligible expenses include retiree health plan premiums, Medicare premiums, long-term care premiums and out of pocket health expenses.

B. The City agrees to contribute the dollar equivalent of 60 hours annually of Paid Time Off to the MANAGERS and EMT employee's RHSP account. These contributions will be made for each complete calendar month of an employee's active City service. The employee's annual Paid Time Off accrual will be reduced by 60 hours annually.

C. Contributions to the RHSP are 100% vested.

D. Contributions and earnings on the contributions to the RHSP accumulate on a tax-free basis and are not subject to tax if they are used to pay for eligible medical expenses for participants and their eligible dependent(s).

E. Participants are allowed to self-direct all account assets into one of more of the investment options available within the RHSP.

F. The RHSP shall provide for benefits to be paid to a MANAGERS or EMT employee after separation from City service based upon contributions made on behalf of such employee and shall not define a particular benefit to be paid to such employee.

G. MANAGERS and EMT employees, whether active or terminated, may not transfer their RHSP account to a similar plan not sponsored by the City.

H. In the event of death, the participants account will transfer ownership to a surviving spouse or tax-qualified dependent. If the participant does not have a spouse or tax-qualified dependent, the unused assets will be forfeited back to the plan and distributed to plan participants on a pro-rata basis.

I. The RHSP will be administered by the authorized plan administrator designated by the City in a manner consistent with this Agreement. Administration fee will be paid by plan participants.

J. The City may change the RHSP at any time during the term of this Agreement, provided that the amount of contributions to the RHSP specified in Section C above do not change. Any change shall not affect any contributions that have vested under Section C above.

Each member has an option to use the second sick leave account (Section 18 (B)) at 75% cash value, vacation leave account, and/or holiday leave account to deposit up to 300 hours of leave on behalf of each employee in the unit in their RHSP account (i.e. 300 sick leave hours is equivalent to 225 cash hours). If the total of the balance from all 3 leave banks is less than 300 hours, then only the value of the total number of leave hours available (even if less than 300) shall be deposited on behalf of that employee in their RHSP account. This is a one-time contribution. In no event shall this contribution exceed any IRS contribution limits. Ongoing contributions shall continue per Section 18 (B), subject to any IRS contribution limits. For purposes of this provision, all leave hours shall be valued at base hourly rate as of September 25, 2025.

SECTION 12: *Additional Medical Benefits.* Additional benefits available through the cafeteria plan for EMT employees include:

A. All MANAGERS and EMT employees will receive $130 per month City paid contribution towards dental insurance.

B. All MANAGERS and EMT employees will receive $30 per month City paid contribution towards vision insurance.

C. All EMT employees will be provided $150,000 term life insurance policy. All MANAGERS will be provided $100,000 term life insurance policy.

Additional life insurance may be purchased by each employee. Any premium cost for additional life insurance shall be paid solely by the employee. The City shall offer employees to purchase supplemental life insurance in $10,000 increments up to the lesser of $300,000 or 3 times the employees' annual salary.

SECTION 13: *Deferred Compensation*. Effective the first full pay period after July 1, 2025 or City Council approval of the resolution, whichever is later, EMT employees are eligible for up to $300.00 per pay period matching deferred compensation contribution. Effective the first full pay period after July 1, 2026, City contribution match will be up to $350.00 per pay period. Effective the first full pay period after July 1, 2027, City contribution match will be up to $400.00 per pay period.

Effective the first full pay period after July 1, 2025 or City Council approval of the resolution, whichever is later, MANAGERS employees are eligible for up to $150.00 per pay period matching deferred compensation contribution. Effective the first full pay period after July 1, 2026, City contribution match will be up to $200 per pay period. Effective the first full pay period after July 1, 2027, City contribution match will be up to $250 per pay period

SECTION 14: *Education, Longevity, and Certification Incentive*.

A. Longevity Pay: the City will provide a monthly longevity payment to EMT and MANAGERS employees based on their years of full-time City service in addition to prior full-time service with another public agency (must provide proof of service) and shall be paid each pay period at the following noncumulative amounts:

1) Police Chief:

7 years to completion of 9 years	7% monthly base salary
10 years to completion of 14 years	7% monthly base salary plus $100.00/month
15 years to completion of 19 years	7% monthly base salary plus $200.00/month
20 years+	7% monthly base salary plus $300.00/month

2) Fire Chief:

4.5% of monthly base salary upon completion of twenty (20) years of continuous service.

9.0% of monthly base salary upon completion of twenty-five (25) years of continuous service.

3) MANAGERS and EMT (excluding Police Chief and Fire Chief):
Effective the first full pay period after July 1, 2025:

5 years to completion of 9 years	$50.00 per month
10 years to completion of 14 years	$100.00 per month
15 years to completion of 19 years	$125.00 per month
20 years to completion of 24 years	$250.00 per month
25 years+	$450.00 per month

B. Education/Certification Pay: The City shall make a payment to each MANAGERS and EMT employee as Educational Incentive Pay shall be paid each pay period at the following noncumulative amounts:

1) Police Chief:

a. 6.0% of base salary of Police Chief with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

b. 7.0% of base salary of Police Chief with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

c. If the Police Chief possesses both a Bachelor’s and a Master’s the Police Chief will be compensated a maximum of 7.0% of base salary per month.

2) Fire Chief:

a. 5.0% of base salary of Fire Chief with a Bachelor's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

b. 6.0% of base salary of Fire Chief with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

c. If the Fire Chief possesses both a Bachelor’s and a Master’s the Fire Chief will be compensated a maximum of 6.0% of base salary per month.

3) MANAGERS and EMT (excluding Police Chief and Fire Chief):

a. $110.00 per month for bachelor's degree from an accredited educational university.

b. $175.00 per month for master's degree from an accredited educational university.
c. If the employee possesses both a Bachelor's and a Master's the employee will be compensated a maximum of $175.00 per month.

4) Assistant Water Utility Manager and Water Utility Manager classification:

a. $60.00 per month for Water DHS Certification for each certificate below level 3 either in distribution and/or treatment, and $70.00 per month for each certification level 3 or higher in either distribution and/or treatment (up to four (4) certifications total of any level and combination there of). Education and Certification pay shall be capped at $415.00 per month.

C. Bilingual Pay – MANAGERS employees who are capable of speaking, interpreting, and/or able to transcribe written materials (i.e. constituent letters, resident suggestions/complaints, newspaper articles, press releases etc.) in a foreign language, as deemed useful by the City, shall be eligible to receive a monthly bilingual pay in addition to his/her/their regular salary.

The City shall establish qualifying tests to determine bilingual capability and certification. Employees who become eligible for bilingual pay will be required to recertify their eligibility every four (4) years.

To be eligible for bilingual pay, the employee must routinely and regularly use his/her/their bilingual skills in the performance of his/her/their regular duties that includes customer service and public contact. Should the employee's duties change such that the use of bilingual skills is no longer required, the bilingual skill pay shall cease. Eligibility for bilingual pay is subject to the approval of the Department Director and Director of Human Resources and Risk Management, and their decision is not subject to appeal. Further, the number of employees to be approved as qualified to translate in any language shall be at the sole discretion of the City and such determination is not subject to any appeal.

1) Interpretation – employees who qualify for verbal translation shall receive $50.00 per month.
2) Transcription – employees who qualify for written translation shall receive $50.00 per month.
3) Combination – employees who qualify for both verbal and written translation shall receive $150.00 per month and are required to recertify on a biennial basis.

All degrees, licenses, certificates and/or certifications shall be reviewed and approved

by immediate supervisor and Director of Human Resources and Risk Management before the Education/Certification pay will be issued.

This is special compensation and is reported as such to CalPERS, to the extent legally permissible, pursuant to 2 Cal. Code of Regs. § 571(a)(1), Longevity Pay; and 2 Cal. Code Regs. § 571(a)(2), Educational Incentive Pay.

SECTION 15: *Acting Assignments.* MANAGERS employees are eligible for acting assignments to be filled in the following manner (to the extent that this Section is inconsistent with the City Personnel Rules, this section shall prevail):

A. Selection of Acting Assignment – the selection of an employee for acting assignments shall be at the sole discretion of the Department Director or his/her/their designee, taking into consideration the requirements for those employees eligible for the acting assignment. No person shall be appointed to an acting assignment when on probation unless special circumstances with approval by the City Manager. The acting assignment shall end with the employee being restored to his/her/their regular position.

B. 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 fifth consecutive working day that the employee is acting in the higher level position and paid retroactive to the first date of the acting assignment. Acting pay shall be at minimum 5% more than the employee's base salary. For special circumstances, the City Manager may authorize more than 5% base salary acting pay. No changes in employee benefits shall be granted to employees in acting assignments.

C. Status of Employee in Acting Assignment – 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, the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting positions being considered.

D. Duration of Acting Assignment – absent exigent circumstances, an employee is only eligible to fill an acting assignment for up to six (6) consecutive months.

SECTION 16: *Long Term Disability*. All MANAGERS and EMT employees will continue to receive City paid long-term disability insurance.

SECTION 17: *Car Allowance*. The Assistant City Manager, Police Chief, Fire Chief, a Director of Public Works, and Assistant Utility Manager may use a City vehicle for business use.

SECTION 18: *Paid Time Off.*

A. Accrual of, and eligibility to utilize, PTO shall commence upon date of employment.

B. Effective the first full pay period after the approval of this resolution, the vacation leave and sick leave will be combined to accrue as Paid Time Off ("PTO") and shall not be accumulated in excess of 800 hours. Any hours in the employee's vacation bank 1 and/or 2 will be frozen for future use (i.e.- actual vacation time, cash out, as authorized, or it may remain in the bank until the employee retires, with no requirement to use this time prior to using the employee's primary bank).

C. It is the intent and purpose of this PTO policy that all MANAGERS and EMT employees avail themselves of accrued PTO time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of any given department may periodically impact the ability of employees to utilize any or all of his/her/their annual PTO accrual. Therefore, it is the policy of the city that no MANAGER and EMT employee may accrue greater than 800 PTO hours. Upon accrual of 800 PTO hours, no employee shall accrue any additional hours nor be compensated for any hours in excess of 800 unless and until utilization of accrued PTO time results in the employee's vacation PTO account totaling less than 800 hours.

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

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

F. At the sole discretion of the City Manager, special consideration may be given to an employee's written request to accumulate PTO hours credits in excess of the maximum allowable PTO balance of 800 hours. Only in exceptional circumstances shall an employee be allowed to exceed the maximum PTO accrual. Any approval to accrue in excess of the accrual cap requires a written request from the Department Director to the City Manager stating that the employee will not be authorized to utilize vacation prior to reaching the accrual cap because of Department staffing requirements.

G. Upon commencement of employment, MANAGERS and EMT employees with full-time City service in addition to prior full-time service with another public agency (must provide proof of service) will be eligible to accrue PTO hours as follows:

0 years to completion of 4 years	180 Hours/Year
5 years to completion of 9 years	220 Hours/Year
10 years to completion of 14 years	260 Hours/Year
15 years to completion of 19 years	292 Hours/Year
20 years+	300 Hours/Year

SECTION 19: *Sick Leave.* Effective the first full pay period after the adoption of this resolution, members will no longer accrue in sick bank 2. The hours will be frozen and eligible to use if the employee exhausts all other leaves and qualifies to utilize the frozen sick leave bank 1 or 2 based on bank 2 policy.

A. MANAGERS and EMT (excluding Fire Chief and Police Chief)

1) SICK LEAVE BANK NO. 1:

a. Upon service or disability retirement of an employee, the City will pay to the employee an amount equal to 50% of the individual employee's accumulated sick leave account in Bank No. 1. In addition, the City contracts with PERS for the Sick Leave Credit option.

b. Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary, an amount equal to 50% of the employee's accumulated sick leave balance in Bank No. 1

For sick leave earned on or after October 1, 2011, the following applies:

2) SICK LEAVE BANK NO. 2:

a. Sick leave for all bargaining unit members shall be “capped” at 800 hours in Sick Leave Bank No. 2. Employees who retire with more than 10 total years of city service shall be eligible to “cash out” accrued sick leave in Bank No. 2 at the rate of 12 hours for each one year (12 full months) of city service. City service, for the purposes of determining how many hours an employee would be eligible to cash out, shall be calculated beginning with October 1, 2011.

b. Upon voluntary resignation, the City will pay to the employee an amount equal to 25% of the employee's accumulated sick leave balance, excluding sick leave hours cashed out pursuant to the provisions of this resolution, utilized for donations or membership in the Catastrophic Leave Bank.

B. Police Chief

1) Sick Leave Bank 1: the employee will be provided 50% cash out upon service retirement from frozen account.

2) Sick Leave Bank 2: Employees who retire from the city with more than 10 total years of city service, beginning from the date of employment, shall be eligible to cash out sick leave in the sick leave account at the rate of 18 hours, at regular rate of pay, for each one full year (12 months) of city service.

3) Upon death of an employee prior to retirement, the City will pay to the employee's designated beneficiary the employee's accumulated sick leave accrual in an amount consistent with the above retirement-related-pay-out schedule.

C. Fire Chief

1) Sick Leave Bank 1: Employees with hours in this bank can use those hours for sick leave purposes if Paid Time Off leave is exhausted. Upon service retirement from the City, the City will cash out 50% of the sick leave hours in this leave bank to the employee at their rate of pay at the time of retirement.

2) In the event of the death of an employee prior to retirement, the City will pay to the employee's designated beneficiary any sick leave cash out that the employee would have been eligible to receive upon a service retirement from the City.

SECTION 20: *Catastrophic Leave*. MANAGERS and EMT employees who have contributed hours to the Catastrophic leave bank prior to July 1, 2025, are eligible to request hours as outlined in the City's Administrative Policy No. 30-10.

SECTION 21: *Administrative Leave*. MANAGERS and EMT employees will receive 80 hours of administrative leave each fiscal year, the first full pay period after July 1. Administrative leave hours have no cash-out value. Any hours remaining after June 30 will be forfeited.

SECTION 22: *Holiday Leave*. Municipal offices, including the Library, and the exception of the Police and Fire Department facilities, shall be closed on the following holidays:

New Year's Day	Veteran's Day
Martin Luther King, Jr.	Thanksgiving Day
President's Day (Third Monday in February)	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

All MANAGERS and EMT employees shall be off on the designated holidays and receive two (2) additional floating holidays. Floating holiday hours will accrue the first full pay period after July 1 into a holiday bank.

All designated holidays are ten (10) hours in duration and employees will receive ten (10) hours credit in the employee's holiday bank. No employee may accrue greater than two-hundred and sixty (260) holiday hours.

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

Employees who are regularly scheduled to work on a holiday or who are assigned to work on a holiday because of a foreseeable City need for their services, shall bank the holiday hours and report regular hours worked.

If a holiday falls on an employee's regularly scheduled day off, the employee shall be credited with ten (10) hours in a holiday bank. If a designated holiday lands on a Saturday or Sunday, the employee shall be credited with ten (10) hours in a holiday bank subject to the maximum accrual provisions in this Section.

SECTION 23: *Leave Cash-Out*.

MANAGERS and EMT may elect to annually during any calendar year, cash-out up to a total of two hundred (200) hours of accumulated and earned Paid Time Off and/or holiday time. Requests for cash-out are to be submitted in a manner prescribed by the City.

Employees must submit an irrevocable election form, by no later than December 15th of the preceding calendar year, on a form available from the Human Resources Department, to cash out up to 200 hours of Paid Time Off and/or holiday time that are to be accrued and remaining unused in the following calendar year. Paid Time Off and/or holiday balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid in June and December of each year.

The payment shall be made via payroll with the last paycheck in the June and the December months of the calendar 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 vacation leave cash-out program for that following calendar year.

In the event an employee has less hours in their leave bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount that was accrued that calendar year that is remaining in their designated leave bank at the time of the actual cash-out.

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 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 the 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.

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.

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 of 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 City shall make a form available for employees to make their irrevocable election.

SECTION 24: *Uniform Allowance.* The uniform allowance for Police Chief shall be one thousand dollars ($1,000.00) per year. Fire Chief shall be eight hundred and six dollars ($806.00) per year. The employees will receive cash payment for the uniform allowance the first full pay period after July 1. 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, from active uniformed service for more than one-half of the fiscal year shall be provided their uniform allowance on a prorated basis.

The Assistant Water Utility Manager shall not receive a uniform allowance but, in lieu, uniforms will be provided and maintained through a uniform service vendor. Selection

of uniform service vendor and uniform articles shall be at the sole discretion of the City.

For “classic” members of the CalPERS system, the uniform allowance is special compensation and is reported as such to CalPERS, to the extent legally permissible, pursuant to 2 Cal. Code Regs. § 571(a)(5). Special compensation will be reported in equal amounts per pay period, regardless of when used by or paid to the employee.

SECTION 25: *Other*.

A. Education Enrollment Cost Reimbursement

1) Educational costs shall be limited to four thousand five hundred dollars ($4,500.00) each fiscal year per employee for eligible reimbursement expenses as defined within this Section. Enrollment cost reimbursement is subject to approval by both the Department Director and Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Department Director and Director of Human Resources and Risk Management shall consider whether or not the course(s) for which reimbursement is sought is related to the employee's then existing principal duties and the availability of funds for reimbursement purposes.

2) No employee shall be entitled to reimbursement unless pre-course enrollment written authorization for reimbursement is received from the Department Director and Director of Human Resources and Risk Management. The reimbursement eligibility determinations described herein are not subject to any administrative or judicial appeal procedure and the decision of the Department Director and Director of Human Resources and Risk Management shall be final.

3) An employee must have completed their initial probationary period to be eligible for Educational Cost Reimbursement under this Section.

4) An employee who separates from City service within 12 months of receiving educational cost reimbursement shall reimburse the City the full amount of educational cost reimbursement that he/she/they received in the preceding 12-month period.

5) Educational cost reimbursement shall be provided for tuition fees for college-level courses in an accredited academic institution only, as determined by the Director of Human Resources and Risk Management.

6) An employee will be reimbursed up to seventy-five dollars ($90.00) for books required for six units or less, and two hundred dollars ($300.00) for seven units or more taken during a semester (or equivalent enrollment period).

Reimbursement shall only be for books required for the approved course(s). All requests for reimbursement shall be accompanied by valid receipts.

B. Leave of Absence

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

2) The City Manager may grant an employee leave of absence without pay for a period not to exceed ninety (90) days.

3) No such leave shall be granted except upon written request of the employee.

4) Approval shall be in writing and a copy filed with the Director of Human Resources and Risk Management.

5) The City Council may grant a regular employee leave of absence without pay for a period not to exceed one year.

6) Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge.

C. Jury Duty

1) An employee of the City who is required to participate as a juror or required to 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 provision to the City of a certified court document showing that trial counsel and/or the court estimated the trial for which an employee has been selected as a juror, to be of ten (10) or less days in duration.

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

3) The employee shall advise the Director of Human Resources and Risk Management upon receiving a court order to appear for the initial examination

as a prospective juror or subsequently to serve as a juror. The granting of such leave with pay shall be subject to the approval of the City Manager.

D. Military Leave

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

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

E. Bereavement Leave

1) Each employee covered by this agreement may be granted bereavement leave at the discretion of the employee's Department Director whenever death occurs to a member of the employee's immediate family. Paid bereavement leave may not exceed four (4) working days. Should the employee require a fifth working day off, the employee shall be able to use sick or vacation leave, or take an unpaid day off. However, if travel outside the State of California, or within the State of California, but extending beyond a distance of 300 miles from Monterey Park is necessary, paid bereavement leave may be extended to a total of five (5) working days. Bereavement Leave shall be charged to a separate, paid leave account. Employees shall be allowed to take bereavement leave pursuant to this article within three (3) months of the death of the immediate family member.

2) Immediate family, for the purpose of bereavement leave, shall include spouse, registered domestic partner, father, father-in-law, mother, mother-in-law, child, stepchild, grandparents, grandchildren, brother, brother-in-law, sister, sister-in-law of the employee, or as otherwise stated by California law.

SECTION 26: *Termination and Severance*. Managers and Executives are at-will employees as described in Labor Code § 2922. Accordingly, the City Manager may terminate any MANAGERS and EMT employee with or without cause. If a MANAGERS or EMT employee is terminated from employment without cause, the City Manager may, in his/her/their sole discretion and without obligation, provide up to three months of severance pay. The City Manager does not have authority to provide severance pay to MANAGER or EMT employees who are terminated, or resign in lieu of termination, for cause.

SECTION 27: This Resolution may be executed with electronic signatures in accordance with Government Code of the State of California §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

SECTION 28: The City Clerk is directed to certify the adoption of this Resolution. This Resolution supersedes all previous resolutions regarding the same subject-matter.

SECTION 29: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 3rd day of September 2025.

Vinh Ngo, Mayor

ATTEST:

Maychelle Yee, City Clerk

APPROVED AS TO FORM:

Karl H. Berger, 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-R77 was duly and regularly adopted by the City Council of the City of Monterey Park at a regular meeting held on the 3rd day of September, 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 3rd day of September, 2025.

Maychelle Yee, City Clerk
Monterey Park, California

EXHIBIT A

Effective July 5, 2025 – 12.1% salary range increase:

Classification	Minimum	Maximum
Assistant City Manager Fire Chief Police Chief	$17,406.00 per month	$22,947.00 per month

Effective July 5, 2025 – no salary range increase, COLA of 3.0%:

Classification	Minimum	Maximum
City Librarian Director of Community & Economic Development Director of Finance Director of Human Resources & Risk Management Director of Public Works Director of Recreation & Community Services	$13,557.00 per month	$20,470.00 per month

Effective July 5, 2025 – MANAGERS classification monthly salary range and COLA of 3.0%:

Classification	Minimum	Maximum
Administrative Manager	$10,846.00	$13,876.00
Assistant Water Utility Manager	$9,541.00	$12,207.00
Building Official	$10,394.00	$13,296.00
Financial Manager	$11,817.00	$15,117.00
HR/RM Manager	$11,620.00	$14,864.00
IT Systems Manager	$11,620.00	$14,864.00
Library Manager	$9,690.00	$12,397.00
Planning Manager	$10,949.00	$14,007.00
Public Works Manager	$10,846.00	$13,876.00
Recreation Manager	$9,690.00	$12,397.00
Water Utility Manager	$11,620.00	$14,864.00

Effective July 4, 2026 – MANAGERS classification monthly salary range and COLA of 3.5%:

Classification	Minimum	Maximum
Administrative Manager	$11,225.00	$14,361.00
Assistant Water Utility Manager	$9,875.00	$12,634.00
Building Official	$10,758.00	$13,762.00
Financial Manager	$12,231.00	$15,646.00
HR/RM Manager	$12,026.00	$15,384.00
IT Systems Manager	$12,026.00	$15,384.00
Library Manager	$10,029.00	$12,831.00
Planning Manager	$11,332.00	$14,498.00
Public Works Manager	$11,225.00	$14,361.00
Recreation Manager	$10,029.00	$12,831.00
Water Utility Manager	$12,026.00	$15,384.00

Effective July 3, 2027 – MANAGERS classification monthly salary range and COLA of 3.0%:

Classification	Minimum	Maximum
Administrative Manager	$11,562.00	$14,792.00
Assistant Water Utility Manager	$10,172.00	$13,013.00
Building Official	$11,081.00	$14,175.00
Financial Manager	$12,598.00	$16,115.00
HR/RM Manager	$12,387.00	$15,846.00
IT Systems Manager	$12,387.00	$15,846.00
Library Manager	$10,330.00	$13,215.00
Planning Manager	$11,672.00	$14,933.00
Public Works Manager	$11,562.00	$14,792.00
Recreation Manager	$10,330.00	$13,215.00
Water Utility Manager	$12,387.00	$15,846.00