RESOLUTION NO. 2025-R66

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEARS 2025-2028 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK MID-MANAGEMENT AND CONFIDENTIAL ASSOCIATION.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1: City representatives, approved by the City Council, and representatives from the Monterey Park Mid-Management and Confidential Association ("MPMMCA") 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, MPMMCA 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.

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-R66 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, CALIFORNIA
and
THE MONTEREY PARK MID - MANAGEMENT & CONFIDENTIAL ASSOCIATION

July 1, 2025 – June 30, 2028

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between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK MID - MANAGEMENT & CONFIDENTIAL ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK MID - MANAGEMENT & CONFIDENTIAL ASSOCIATION

PREAMBLE

This memorandum of understanding (MOU) has been prepared in accordance with the California Government Code (Section 3500 et seq.). The City of Monterey Park, California, hereinafter referred to as the "City", and the Monterey Park Mid-Management & Confidential Association, hereinafter also referred to as the "Association" or MPMMCA," have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

ARTICLE 1: SCOPE OF MEMORANDUM OF UNDERSTANDING

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

ARTICLE 2: RECOGNITION

The City hereby acknowledges the Monterey Park Mid-Management & Confidential Association as the representative for the Mid-Management & Confidential employees of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

This MOU shall cover all Mid-Management and Confidential classifications as outlined in Addendum A.

ARTICLE 3: CITY RESPONSIBILITIES AND RIGHTS

A. To ensure that the City is able to carry out its statutory functions and responsibilities, the following matters will not be subject to the terms of this 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; 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.

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

ARTICLE 4: EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

A. During the term of this MOU, all employees, as described above in Article 2, shall have the right to join the Monterey Park Mid-Management & Confidential Association, or to refuse or refrain from joining said organization.

B. Subject to Section F, below, members of the Association may, by any reasonable method, select four (5) employee members to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during the regular duty or work hours, without loss of time, provided:

1. That no employee representative shall leave duty, workstation or assignment without specific approval by an authorized departmental management official.

2. That any such meeting is subject to scheduling by an authorized departmental management official so as to avoid interference with, or interruption of, assigned work schedules or work performance.

C. The City will deduct dues and/or initiation fees from those employees who voluntarily sign and have submitted to the City the necessary authorization cards.

D. Deductions, as authorized in writing by the employee, shall be deducted from earned wages on each payday of each month. The City shall forward to the Monterey Park Mid-Management & Confidential Association, at each pay period, all dues and/or initiation fees deducted from the employees.

E. Representatives of the Association, after permission by the Department Director or his/her designated representatives may enter City properties for the sole purpose of transacting business of MPMMCA; provided, however, that such business does not interfere with the work or training of the employees or City operations. If, however, said parties are not available, then permission must be obtained from the City Manager or his/her/their designated representative.

F. Pursuant to Government Code Section 3505.3, the City shall allow a reasonable number of City employee representatives of the Association reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. Therefore, the parties agree that no more than four (5) Association representatives shall be deemed a reasonable number of representatives that shall be provided reasonable time off to engage in the meet and confer process with representatives of the City. However, the Department Director(s) or his/her

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designee(s) has authorization to deny use of release time by any Association representative when, in the sole judgment of the Department Director(s), release of the representative(s) may reasonably be expected to cause or contribute to an unreasonable delay in the provision of services on behalf of the Department.

G. Release of representatives of the Association to participate in non-meet and confer activities of the Association, such as grievance representation and participation in Association meetings during scheduled work hours shall be governed by the release rules and regulations set forth in paragraph F, above. However, City representatives may confine non-meet and confer related release time to less than four (5) Association representatives. The number of employees to be released in such circumstances shall be at the sole discretion of the City representative.

H. Any Association representative validly participating in Association activities during the employee's scheduled hours of work shall suffer no deduction in compensation as a result of participation in the Association activities. However, participation in Association activities shall not be considered as time worked and shall not entitle any Association representatives to overtime or other compensation in excess of that regularly paid to the employee.

I. A written list of the Officers of the Association and the Employee Representatives shall be furnished to the Director of Human Resources and Risk Management immediately after their designation and the Association shall notify the Director of Human Resources and Risk Management promptly in writing of any changes of such Officers or Representatives.

ARTICLE 5: COMMUNICATIONS

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

1. Association recreational and social activities.
2. Association election notices and results.
3. Association meetings and events.

ARTICLE 6: CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. The Association hereby agrees that during the term of this MOU, the employees of the City, as set forth in Article 2, Addendum A, the officers and/or agents of the Association shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignations, mass absenteeism, picketing, or any other intentional interference of work of the City.

B. In the event any employee, or employees, participates in any such activities as set forth above, the Association shall notify such employee, or employees so engaged, to cease and

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desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.

C. The employee, or employees, participating in such activities as set forth in Sections A and B above shall be subject to disciplinary action by the City, including suspension or discharge, in accordance with the City's Personnel Rules and Regulations.

ARTICLE 7: GRIEVANCE PROCEDURE

Except as modified herein, the Grievance Procedure shall be governed by Personnel Rule 1102, Grievance Procedures, which is outlined as follows:

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

A. A grievance shall be defined as an alleged violation of a specific provision of this Memorandum of Understanding, the City Personnel Rules and Regulations, or of the Rules and Regulations validly propagated by any department within the City, or State Law governing conditions of employment. The grievance procedure shall not be utilized by an employee to contest the content of a performance evaluation, verbal or written reprimands, or other documentation regarding the employee's work performance, which is not defined as “disciplinary action” by Rule 1002 of the City Personnel Rules and Regulations.

Discipline shall be imposed in such a manner as to not violate the FLSA with regard to “exempt” employees.

B. All grievances shall be filed in writing with the immediate supervisor of the person aggrieved within fifteen (15) calendar days after the employee knows, or in the exercise of reasonable diligence, would have known, of the occurrence in question.

C. Written notice of disposition of the grievance shall be filed with the next higher administrative authority by the supervisor with whom the grievance was originally filed. Such notice shall be filed within fifteen (15) calendar days of the original filing of the grievance.

D. If satisfactory redress is not obtained by the employee from the immediate supervisor, the grievance may be appealed in writing through the normal administrative organization: that is, first to the Division Manager; second, the Department Director and third, the City Manager. In each case, a written notice of disposition must be forwarded to the grievant and to the next higher authority within fifteen (15) calendar days of receipt of the employee’s written grievance.

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

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

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above have been exhausted.

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

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

ARTICLE 8: OVERTIME

Except as modified herein, overtime for eligible non-exempt managers/supervisors shall be governed by Personnel Rule 604.1 Overtime, which is outlined as follows:

A. Work Period Defined - Work performed in excess of forty (40) hours per work period shall be classified as overtime work. A work period is a regular recurring period of 168 hours in the form of seven consecutive 24-hour periods.

1. The work period for employees working a regular 5/40, Monday through Friday schedule begins on Saturday at 0001 hours and terminates at the end of the following Friday at midnight. Work performed during the work period includes vacation, sick leave, holiday, and compensatory time off, provided that they do not fall within a workday when work is actually performed. A workday is a regular recurring period of eight hours within a twenty-four-hour period. For shift workers, the work period shall be defined in such a manner as to comply with FLSA work period requirements. Management shall maintain the right to schedule employees' workdays, start and end times, and establish FLSA work periods.

2. The work period for employees working a "9/80" work schedule shall be defined in such a manner as to comply with FLSA work period requirements. The "9/80" schedule provides eighty (80) scheduled hours in a 14 day (two week) cycle where (1) one week the employee works four 9-hour workdays and one 8-hour workday, and (2) the subsequent week consists of four 9-hour workdays with one day off. The work period for FLSA overtime purposes shall be established as four hours into the shift of the eight-hour day and in such a manner that no consecutive seven-day (168 hour) period shall exceed forty (40) hours. Management shall maintain the right to schedule employees' workdays, start and end times, and establish FLSA work periods.

3. The work period for employees working a 4/10 schedule begins on Saturday at 0001 hours and terminates at the end of the following Friday at midnight. Work performed during the work period includes vacation, sick leave, holiday, and compensatory time off, provided that they do not fall within a workday when work

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is actually performed. A workday is a regular recurring period of ten hours within a twenty-four-hour period. For shift workers, the work period shall be defined in such a manner as to comply with FLSA work period requirements. Management shall maintain the right to schedule employees' workdays, start and end times, and establish FLSA work periods.

B. Overtime worked shall be compensated by either compensatory time off at a time requested by the employee, and agreed to by the Department Director, equal to one and one-half times the time worked, or by cash payment of one and one-half times the employee's regular hourly rate.

C. Emergency work shall be paid at the rate of two hours pay for the first hour worked, or any portion thereof, and time and a half for all time worked in excess of one hour. In lieu of such payment, the employee may receive compensatory time off of not less than two hours off for the first hour worked and time and a half hours off for work in excess of one hour, if the employee requests time off and the request is approved by the employee's Department Director. "Emergency work" is work performed by an employee at a time other than the employee's regular working hours to deal with a sudden and unexpected turn of events 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.

D. An employee required to work a scheduled or planned call back shall be credited with a minimum of two hours of work if the call back assignment requires less than two hours.

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

F. Non-Exempt employees who are regularly scheduled to work on a holiday or who are assigned to work on a holiday because of a foreseeable City need for their services, shall receive time and one-half payment for the holiday worked and accrue ten (10) hours holiday time (i.e., Special Event requirements, parades, etc.). Exempt employees who are assigned to work on a holiday shall receive straight time pay in addition to accruing 10 hours holiday time.

ARTICLE 9: ADMINISTRATIVE LEAVE

A. Administrative leave shall only be given to positions that are FLSA exempt and are, therefore, not eligible for overtime. Classifications considered FLSA exempt are:

Adult Literacy Coordinator	Civil Engineering Associate
Deputy Fire Marshal	Economic Development Manager
Financial Analyst	Fire Marshal
Human Resources Analyst	Information Systems Specialist
Media Supervisor	Principal Management Analyst
Public Works Maintenance Manager	Recreation Supervisor
Senior Accountant	Senior Librarian
Senior Planner	

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B. During the term of this agreement, FLSA exempt employees, who are regularly required to attend evening meetings or work additional hours, shall receive 40 hours of Administrative Leave, each July 1st, in addition to flex time for extraordinary assignments. Employees holding the position of Recreation Supervisor will receive an additional sixteen (16) hours of administrative leave (for a total of 56 hours) per year. Administrative Leave shall have no monetary value, nor shall it be carried over from one fiscal year to the next.

1. FLSA exempt employees who have been designated by their Department Director, with the approval of the City Manager, may receive an additional 16 hours each fiscal year of Administrative Leave. This additional Administrative Leave shall be granted utilizing the following criteria: employee is regularly required or expected to attend City Council, City Commission or other City related functions that occur after normal business hours and/or the Department Director determines that the employee is consistently required to work hours beyond the normal business hours to the extent that the additional hours are justified.

2. Effective October 1, 2011, any current Administrative Leave hours shall be moved into a separate account and shall be subject to existing provisions for use and cash out upon retirement.

C. The times during the fiscal year at which an employee may take his/her/their administrative leave shall be determined by the Department Director with due regard for the wishes of the employee and the needs of the service. Eligibility for this leave shall not be predicated upon first having all vacation and sick leave exhausted. Administrative leave may be utilized at any time during the fiscal year.

D. Employees requesting to utilize their administrative leave shall complete a Leave of Absence request form and forward the approved form to payroll. The Finance Department shall maintain records of accrued administrative leave hours and the Human Resources Department shall maintain records of FLSA exempt employees eligible to earn or utilize administrative leave time in conformity with the guidelines set forth within this Article.

ARTICLE 10: PAID TIME OFF

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

B. Effective August 16, 2025, 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 member's vacation account on September 30, 2012 in excess of 300 hours was placed in a separate bank 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 unit members avail themselves of accrued PTO time in order to promote a safe and productive working environment.

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However, the parties do recognize that personal circumstances and/or the staffing requirements of any given department may periodically impact the ability of a unit member to utilize any or all of his/her/their annual PTO accrual. Therefore, it is the policy of the city that no unit member may accrue greater than 800 PTO hours. Upon accrual of 800 PTO hours, no unit member 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 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 for a reason other than personal illness, family sick leave, or an emergency, shall be approved by the Department Director with due regard for the wishes of the employee, governing law, the employee's accumulated PTO 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 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. At time of employment, unit members 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	170 hours/year
5 years to completion of 9 years	204 hours/year
10 years to completion of 14 years	244 hours/year
15 years to completion of 19 years	284 hours/year
20 years+	290 hours/year

ARTICLE 11: SICK LEAVE

A. Effective August 16, 2025, unit members will no longer accrue hours in sick leave bank 2. The hours will be frozen and eligible to use if the employee exhausts PTO leave and qualifies to utilize the frozen sick leave bank 1 or 2 based on the Section B.

B. Sick leave is paid leave from work that can be used for the following purposes:

(a) 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 family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner;

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grandparent; grandchildren; or sibling; or

(b) 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 his/her/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.

For full time employees, one-half of the employee's accrued and available annual sick leave is protected and may be used for any of the purposes stated above. However, the City permits that a total of forty-eight (48) hours of sick leave may be used per calendar year for family sick leave purposes.

C. If employee qualifies to utilize sick leave, usage shall first be deducted from Bank No. 2.

D. In order to receive compensation while absent on sick leave, the employee shall notify his/her/their immediate supervisor, or the Director of Human Resources and Risk Management, prior to the time set for the beginning of his/her/their daily duties or as specified by the Director of his/her/their department. A supervisor may require an employee to submit a physician's statement of illness or other satisfactory verification of illness after three days absence for illness. Following three (3) days of absence, a supervisor may require of the employee that they submit a health care provider's certificate indicating they are capable of returning to duty.

E. The City Manager may, at any time, in order to receive further information with respect to the competency of the employee to perform his/her/their job duties, require 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.

F Sick Leave Reimbursement Plan – the City shall continue the plan for reimbursement of the unused balance of accrued sick leave earned prior to October 1, 2011, in the following manner:

SICK LEAVE BANK NO. 1:

1. 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.

    a. 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

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

SICK LEAVE BANK NO. 2:

1. 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. For Mid-Management classifications 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. For Confidential classifications City service, for purposes of determining how many hours an employee would be eligible to cash out, shall be calculated beginning from the date of employment.

2. 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 MOU, utilized for donations or membership in the Catastrophic Leave Bank.

G. Catastrophic Leave Bank. Unit members 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. MPMMCA and the City agree to meet and discuss the Catastrophic Leave Bank policy.

ARTICLE 12: CASH OUT OF ACCRUED LEAVE

1. Optional Annual Cash-Out

A. Employees must submit an irrevocable election form, by no later than December 15th of the preceding calendar year, to cash-out PTO or holiday leave (or a combination thereof), up to 200 hours of leave that may accrue in the following calendar year. The cash-out is for hours to be accrued in the calendar year following submission of the irrevocable election form. The employee shall indicate on the irrevocable election form the number of hours to be cashed out with the last paycheck in June and/or the last paycheck in December. Employees must maintain a minimum of 100 hours through a combination of their PTO bank, frozen sick leave banks, and/or holiday leave banks and cannot cash out hours that will bring them below the 100 hour minimum requirement.

The payment shall be made via payroll with the last paycheck in the following June or December, as designated by the employee, 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.

In the event an employee has less hours in their leave bank at the time the cash-out is

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to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount 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 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.

B. 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 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.

ARTICLE 13: BEREAVEMENT LEAVE

A. Each employee covered by this agreement may be granted bereavement leave at the discretion of the employee's Department Director. 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 paid time off 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.

B. Bereavement leave shall be defined as whenever any unit employee has experienced a

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death, or critical illness where death appears imminent in the immediate family, defined as spouse, registered domestic partner, the employee's or employee's spouse's mother or father, stepmother or stepfather, brother or sister, child, stepchild, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

ARTICLE 14: MILITARY LEAVE

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

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

ARTICLE 15: JURY DUTY

A. 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.

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

C. 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.

ARTICLE 16: LEAVE OF ABSENCE

Leave of Absence shall be governed by Personnel Rule 810.9, Leaves of Absences, of the Personnel Rules and Regulations of the City of Monterey Park which is outlined as follows:

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

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

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

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

E. 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.

ARTICLE 17: HOLIDAYS

A. Municipal offices, including the Library, and with the exception of the Police and Fire Department facilities, shall be closed on the following holidays:

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

Represented employees shall receive two floating holidays. Holiday hours will be provided the first full pay period after July 1.

All designated holidays are ten (10) hours in duration and employees will receive ten (10) hours credit in the employee's holiday bank.

Members shall be afforded fourteen (14) holidays. Two floating holidays of ten (10) hours will credited to employee's holiday bank the first full pay period after July 1. Any employees working a shift in excess of ten hours will use their vacation or holiday leave balance to account for their full shift for a holiday.

B. The employee shall be subject to two (2) separate holiday accumulation banks, each of which shall consist only of floating holidays. The first holiday bank (Bank No. 1) shall consist of those floating and/or minimum staff day holidays not utilized during the fiscal year 1992/93, and the total number of holidays accrued on or before June 19, 1993. The number of holidays contained within this Bank No. 1 shall not increase.

C. The maximum "holiday" accrual shall be eighty hours. Upon reaching the maximum, no additional hours will accrue to the employee.

D. Holiday usage may be deducted from either of the above two (2) banks.

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E. Library employees, who are required to work a Saturday on a three-day weekend, in order to keep the Library open, shall accrue compensatory time off for actual time worked at a straight time rate.

F. Employees must be on 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 vacation, sick leave, or other paid leave of absence is considered to be in a paid status and, therefore, would receive compensation for the holiday.

Employees who are regularly scheduled to work on a holiday or who are assigned to work on a holiday because of a foreseeable City need for their services, shall receive time and one-half payment for the holiday worked and accrue ten (10) hours holiday time, or if a holiday lands on a Saturday or Sunday, the employee's holiday bank shall be credited ten (10) hours (i.e., Special Event requirements, parades, etc.). Refer to Article 9, Section C above for employees who are required to work Emergency Call Back.

Should a holiday fall on an employee's regularly scheduled day off, that employee shall receive ten (10) hours holiday time. If a designated holiday lands on a Saturday, it shall be observed by the City on the preceding Friday or if Friday is an employee's regularly scheduled day off, the employee's holiday bank shall be credited ten (10) hours subject to the maximum accrual provisions of this Article. If a designated holiday lands on a Sunday, it shall be observed by the City on the Monday following the holiday or if Monday is an employee's regularly scheduled day off, the employee's holiday bank shall be credited ten (10) hours subject to the maximum accrual provisions of this Article.

ARTICLE 18: AUTHORIZATION TO UTILIZE PAID LEAVE TIME

Each unit member's Department Director or his/her/their designee shall have sole discretion to approve or deny an employee's request to take paid leave time off (i.e. vacations, etc.). The Department Director's determination shall be based upon the service needs of the City and the leave request may be denied by the Department Director if he/she/they determines that utilization of leave time off will or may have a negative effect on provision of services.

ARTICLE 19: ACTING ASSIGNMENTS

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

A. Need for Acting Assignments - To assure the orderly performance and continuance of municipal services, the City may be required to temporarily upgrade employees on an acting basis to positions of a higher classification. For the purposes of this Article, it is understood that acting assignments may be required in order to temporarily fill position classification vacancies, which may exist for any of the following reasons:

1. A position classification is permanently vacant and is scheduled to be filled by a regular full-time employee and a limited period of time is required in order to proceed with and complete the normal appointment procedure.

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

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

B. Selection for Acting Assignments - The selection of an employee for acting assignments shall be at the sole discretion of the Department Director or his/her/their designee, taking into consideration the requirements of the position to be filled and the qualifications, job performance, and seniority of those employees eligible for the acting assignment. No persons shall be appointed to an acting assignment either when on probation or into a position classification more than one class level above his/her/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 class level above his/her/their regular class and if during the term of said acting assignment, the vacant class level immediately below the acting position is filled, then the acting assignment shall terminate with the employee being restored to his/her/their regular position.

C. Pay for Acting Assignments - Acting pay shall be authorized when an employee is acting in a higher level position commencing with the start of the thirtieth consecutive working day that the employee is acting in the higher level position and paid retroactively to the first day of the acting assignment. Acting pay shall be authorized at Step 1 of the position classification to which the acting assignment is made, provided that Step 1 is at least 5% higher than the base salary of the employee's regular assignment. If Step 1 is less than 5% greater, the acting appointment will be made at the first step which is greater than 5% but is less than 10% above the base salary. No changes in employee benefits shall be granted to employees in acting assignments.

D. Status of Employee in Acting Assignment - Time served in an acting assignment shall not be credited towards completion of a probationary test period in the acting position. Time served in an acting position shall not alter the employee's anniversary date. If the acting employee would have been eligible for a merit increase had the acting appointment not been made, the employee shall remain eligible for such merit increase with the employee's performance in both the regular and acting positions being considered.

E. Duration of Acting Assignment - Absent exigent circumstances, a position in the competitive service shall not be filled in an acting capacity for more than six (6) consecutive months. The City shall meet and consult with the Association prior to any extension of an acting appointment beyond six months and at mutually agreeable intervals thereafter, during continuation of the acting assignment. The City shall give notice to the Association, as soon as reasonably practicable, when a personnel action form is processed to place an employee in an acting assignment.

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ARTICLE 20: BILINGUAL PAY

A. Bilingual Pay (Interpretation)

1. Association members who are capable of speaking, interpreting and, on an occasional or sporadic basis, providing limited general translation for routine correspondence (i.e., constituent letters, resident suggestions/complaints, newspaper articles, etc.) in a foreign language, as deemed useful by the City, shall receive $50.00 per month bilingual skill pay in addition to his/her/their regular salary.

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

3. To be eligible for bilingual pay, the employee must routinely and regularly use his/her/their translation and interpretation 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 skill pay is subject to the approval of the Department Director and Human Resources Director 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.

B. Bilingual Pay (Transcription)

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

C. Combined Bilingual Pay

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

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The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) – Bilingual Premium.

D. Public Notary Services

In recognition of the City's need and use of public notary services, those confidential classification employees who have such public notary certificates as approved by the Secretary of State for the State of California shall receive one hundred dollars ($100.00) per month pay in addition to his/her/their base salary. However, there shall be no more than three (3) authorized employees at any one time with determination of who and how many to be at the sole discretion of the City Manager.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) – Education Premium.

E. City Manager's Office Premium Pay

Executive Assistant classification assigned to the City Council/City Manager's office on a regular basis shall receive $100.00 per month bonus pay in addition to his/her/their regular salary.

ARTICLE 21: UNIFORM ALLOWANCE

A. Effective July 5, 2025, unit employees will receive a cash payment which is equal to the Uniform Allowance in the SEIU Memorandum of Understanding for the same term of July 1, 2025 to June 30, 2028. The first full pay period after July 1 as an annual uniform allowance. Animal Control Supervisor and Jail Supervisor classifications will receive the higher uniform allowance rate in SEIU Memorandum of Understanding for the same term of July 1, 2025 to June 30, 2028.

Positions eligible for uniform allowance are:

Animal Control Supervisor	Code Compliance Supervisor
Communications Supervisor	Deputy Fire Marshal
Facility Maintenance Supervisor	Fire Marshal
Fleet Maintenance Supervisor	Jail Supervisor
Park Supervisor	Public Works Maintenance Supervisor
Public Works Supervisor	Records Supervisor
Water Production Supervisor	Water Operations Supervisor

The parties agree that this is special compensation and shall be reported as such to CalPERS for "classic members", to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5).

1. Personnel assigned to the Auto Shop, who are required to wear a uniform, 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

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articles shall be at the sole discretion of the City.

2. Employees receiving uniform allowance payments may elect to use either a Uniform Service Provider or receive store "credit". Any change is to be coordinated with the Management Services Department and approved by the Department Director and the Director of Human Resources/Risk Management.

B. Probationary Employees - A probationary employee assigned to the Water, Parks or Maintenance Service Department and who is required to wear a uniform, will be provided with the full clothing issue (5 uniforms and 1 jacket) at the time of his/her/their appointment. A probationary employee assigned to the Police Department and who is provided a uniform will be provided with the full clothing issue as issued other police civilian personnel as per the Police Department's uniform policy and as approved by the City Manager.

If the employee leaves, either voluntarily or involuntarily during the twelve-month probationary period, $175.00 will be deducted from his/her/their final paycheck to reimburse the City for the initial clothing issue or uniform allowance.

After the employee has completed twelve (12) months of service, the employee will then be entitled to receive the annual uniform allowance after the first full pay period after July 1 or a prorated amount based on months after July 1 date. For example, an employee who was hired November 15 after their probationary period is completed, would receive a prorated uniform allowance for December to June.

C. Uniform Replacement - An employee who damages or destroys his/her/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 of the uniform, nor shall it be applicable to items of a personal nature (non-uniform clothing, jewelry, watches, wallets, eyeglasses, etc.). An employee shall give the damaged or destroyed uniform to a supervisor prior to being authorized replacement cost.

D. 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.

E. Hats are not a required item of the uniform except where the Division or Department requires safety hard hats. However, an employee who is not required to wear a safety helmet may purchase and wear a poplin brimmed hat of a color to blend with his/her/their uniform.

F. Safety Boots - Employees whose position requires safety boots, per OSHA regulations, can purchase up to two pair of safety boots per fiscal year. The employee is responsible for the cost difference between the boot allowance and total cost if total cost is more than the boot allowance. The City shall select the vendor and the quality of the boots to be provided. Safety boots will be available on August 1st of each fiscal year. The maximum annual allowance for purchase of appropriate safety boots is up to the same dollar value for boot allowance in the SEIU MOU for the same term of July 1, 2025 to June 30, 2028. Eligible

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positions for boot allowance: Civil Engineering Associate, Facility Maintenance Supervisor, Fire Marshal, Jail Supervisor, Park Supervisor, Public Works Supervisor, Public Works Maintenance Supervisor, Water Production Supervisor, and Water Operations Supervisor.

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

ARTICLE 22: HEALTH INSURANCE (Mid-Management Classifications)

A. Medical Insurance (Active Employees)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospital Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA.

B. Retiree Medical Insurance

1. Employees Hired on or After January 1, 2016

Employees, who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA. PEMHCA determines the amount annually and therefore, this is subject to change.

2. Retiree and Employees Hired Prior to January 1, 2016

Individuals who retired prior to January 1, 2016 and employees who were hired on or before December 31, 2015, and who retire from the City, will be eligible for medical insurance provided by PEMHCA and when enrolled in PEMHCA, receive a City contribution equal to the MEC under PEMHCA. The City shall also make a monthly contribution to a retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution amount set forth below (subject to the actual premium of the PEMHCA plan).

a. If the employee retired from City employment with less than 20 years of City service and remains enrolled in PEMHCA in retirement he/she/they will receive up to $355/month (includes the MEC) toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents. If the amount of the premium for single party coverage (with Medicare part A and B if age 65 or older) for a retiree on the least expensive CalPERS offered plan exceeds $355/month, the City will pay the full cost of the eligible retiree's single party premium.

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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 $355/month, the City agrees to increase their total contribution to the amount of such single party premium.

b. If the employee retired from City employment with 20 or more years of City service and remains enrolled in PEMHCA in retirement he/she/they will receive up to $435/month toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

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 $435/month, the City agrees to increase their total contribution to the amount of such single party premium.

c. Medicare

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.

d. Retirees must pay for any premium costs that exceed the City's contribution (MEC and HRA contributions).

C. Dental Insurance

The City will contribute up to one hundred ($100) dollars per month toward the premium for eligible employees and all eligible dependents. The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

The City shall provide a vision insurance plan. The City will contribute up to thirty ($30) dollars per month for the employee and eligible dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 12 months. Deductible shall be $10.00/exam; $20.00/frame and lenses.

E. Section 125 Cafeteria Plan

1. The City's contribution under the Section 125 Cafeteria plan for active employees shall be up to one thousand nine hundred ninety-five dollars ($1,995.00) per month

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for employees electing to enroll in a medical plan in PEMHCA. Effective the first pay date in December 2026, the monthly Cafeteria plan benefit provided to active employees in the unit will be up to two thousand one hundred seventy-five dollars ($2,175.00) per month. Effective the first pay date in December 2027, the monthly Cafeteria plan benefit provided to active employees in the unit will be up to two thousand three hundred fifty dollars ($2,350.00) per month. Should the City provide greater cafeteria benefit contribution toward any other City employee group during the July 1, 2025 to June 30, 2028 term of the agreement, the contribution of unit employees shall be increased to such greater amount.

The City's contribution will be in addition to the PEMHCA MEC toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) disability insurance premium, (4) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).

2. For employees who elect to waive medical insurance from the City (opt out), the City will pay $600.00/month in cash to the employee. In order to receive the opt-out incentive, the employee must annually certify that he/she/they has medical insurance coverage in a group plan (not including Covered California) that provides minimum essential coverage under the Affordable Care Act for the employee and all members of his/her/their tax family.

3. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

F. Long Term Disability Plan

The City will pay the premiums for a long-term disability plan.

G. Life Insurance

The City shall provide a term life insurance policy for each employee in the amount of $100,000.

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.

H. Affordable Care Act Reopener

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act.

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ARTICLE 23: HEALTH INSURANCE (Confidential Classifications)

A. Medical Insurance (Active Employees)

Employees will receive insurance coverage through CalPERS under the California Public Employees' Medical and Hospitial Care Act (PEMHCA). The City's contribution toward medical insurance under PEMHCA will be the minimum employer contribution (MEC) required by PEMHCA.

B. Retiree Medical Insurance

1. Retiree and Employees in Effect Until December 31, 2015

Individuals who were hired on or before January 1, 2016, and who retire from City service, will receive a City contribution toward the purchase of medical insurance (single party only coverage). Retirees are required to coordinate with Medicare, including the purchase of a Medicare supplement.

a. If the employee retired from City employment with less than 20 years of City service and remains enrolled in PEMHCA in retirement he/she/they will receive up to $355/month (includes the MEC) toward the purchase of medical insurance under PEMHCA (single party only coverage).

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 $355/month, the City agrees to increase their total contribution to the amount of such single party premium.

b. If the employee retired from City employment with 20 or more years of City service and remains enrolled in PEMHCA in retirement he/she/they will receive up to $435/month toward the purchase of medical insurance under PEMHCA (single party only coverage).

In the event the amount of the monthly premium for the lowest cost signle 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 $435/month, the City agrees to increase their total contribution to the amount of such single party premium.

c. Retirees must pay for any premium cost that exceeds the City's contribution.

2. Retiree Medical Benefits Beginning January 1, 2016

a. Employees, who are hired into City service on or after January 1, 2016 and retire from the City, will be eligible for medical insurance provided by PEMHCA and and the City will contribute the minimum employer contribution (MEC) as required under PEMHCA.

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b. Those individuals who were hired on or before January 1, 2016 will be eligible for medical insurance provided by PEMHCA and receive a City contribution equal to the MEC under PEMHCA. PEMHCA determines the amount annually and therefore, this is subject to change. The City shall also make a monthly contribution to a Retiree Health Reimbursement Account (HRA) for the difference between the MEC and the contribution set forth in B.1 above.

C. Dental Insurnace

Beginning the first pay period in January 2021, the city will contribute up to one hundred ($100) dollars per month toward the premium for eliglble employees and all eligible dependents. The employee will pay any and all premiums due in excess of the City's contribution under the City's Cafeteria Plan (Section 125).

D. Vision Insurance Plan

The City shall provide a vision insurance plan. The City will contribute up to thirty ($30) dollars per month for the employee and eligible dependents. The employee will pay any and all premiums due in excess of the City contribution under the City's Cafeteria Plan. The plan design shall be: Examination every 12 months; Frames and Lenses every 12 months. Deductible shall be $10.00/exam; $20.00/frame and lenses.

E. Section 125 Cafeteria Plan

1. The City's contribution under Section 125 Cafeteria plan for active employees shall be up to one thousand nine hundred and ninety-five dollars ($1,995.00) per month, effective July 5, 2025, for employees electing to enroll in a medical plan in PEMHCA. Effective the first pay date in December 2026, the monthly Cafeteria plan benefit provided to active employees in the unit will be up to two thousand one hundred seventy-five dollars ($2,175.00) per month. Effective the first pay date in December 2027, the monthly Cafeteria plan benefit provided to active employees in the unit will be up to two thousand three hundred fifty dollars ($2,350.00) per month. Should the City provide greater cafeteria benefit contribution toward any other City employee group during the July 1, 2025 to June 30, 2028 term of the agreement, the contribution of unit employees shall be increased to such greater amount.

2. The City's contribution will be in addition to the PEMHCA MEC toward the medical plan and the balance may be used for other eligible expenses. Eligible expenses include: (1) medical insurance premiums, (2) dental insurance premium, (3) long term disability insurance premium, (4) vision insurance premium, and cash (as set forth below). Employees will be responsible for paying the amount of the total insurance premium that exceeds the City's contribution via the Cafeteria Plan (IRC Section 125 Plan).

3. For employees who elect to waive medical insurance from the City (opt out), effective July 5, 2025, the City will pay $600.00/month in cash to the employee. In order to receive the opt-out incentive, the employee must annually certify that

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he/she/they has medical insurance coverage in a group plan (not including Covered California) that provides minimum essential coverage under the Affordable Care Act for the employee and all members of his/her/their tax family.

4. Specific details of this cafeteria plan will be contained in a plan document available for review by employees at the City's Human Resources Department.

F. Long Term Disability Plan

The City will pay the premiums for a long-term disability plan.

G. Life Insurance

The City shall provide a term life insurance policy for each employee in the amount of $100,000.

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 employee's annual salary.

H. Affordable Care Act Reopener

The City may reopen negotiations at any time during the term of the MOU to meet and confer over impacts of the Affordable Care Act.

ARTICLE 24: PERS CONTRIBUTION

All association members who are "classic" members of the CalPERS retirement system will pay 100% of the full 8% employee's share of the CalPERS retirement contribution. "New" members pay the full 6.25% employee share (or amount as required by CalPERS) of the CalPERS retirement contribution.

ARTICLE 25: RETIREMENT BENEFITS

Association members shall be eligible for the following retirement benefits:

A. The city provides retirement benefits through the California Public Employees' Retirement System (CALPERS) pursuant to a contract with CalPERS. Effective January 1, 2013, the City shall provide to newly hired employees, the PERS retirement formula known as 2% @ 62 with the average of the three (3) highest consecutive years of compensation. Employees hired prior to December 30, 2013, as determined by PEPRA shall be considered classic PERS employees whose retirement formula is known as the "2.7% at Age 55 Plan.", one (1) year final compensation (12 highest paid consecutive highest months/Section 20042).

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B. The 1959 Survivor's Benefit –The City shall provide Level 4 Survivor's Benefit. Any resultant CalPERS cost increase designated as constituting "employee" costs for this benefit shall be borne by the employee.

C. Credit for Unused Sick Leave (Government Code Section 20965.)

D. One (1) year final compensation (Government Code Section 20042) for employees hired prior to January 1, 2013 and average of the three (3) consecutive highest years for employees hired after said date.

E. Military Service Credit as Public Service (Government Code Section 21024).

F. Pre-Retirement Option 2W Death Benefit.

ARTICLE 26: EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

A. Educational costs shall be limited to four thousand five hundred dollars ($4,500.00) per fiscal year per unit member for eligible reimbursement expenses as defined within this Article. Enrollment cost reimbursement is subject to approval by both the Department Director and Director of Human Resources 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. 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.

B. An employee must have completed their initial probationary period to be eligible for Educational Cost Reimbursement under this Article.

C. 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.

D. 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.

E. An employee will be reimbursed up to ninety dollars ($90.00) for books required for six units or less, and three hundred dollars ($300.00) for seven units or more taken during a semester (or equivalent enrollment period). Reimbursement shall only be for books

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

ARTICLE 27: SALARIES

A. Salaries of represented employees shall be adjusted in the following manner:

1. Salary ranges for represented employees reflecting the equity adjustments and cost of living increases described below in subparagraph (b) are set out in Addendum A and are incorporated herein by this reference.

2. Effective the beginning of the first full pay period following July 1, 2025 and City Council approval of the MOU, equity adjustments will be made to the salary ranges for the following classifications:

   Deputy City Clerk 2.8%

3. Effective July 5, 2025 and after City Council approval of MOU, the salary ranges of all unit classifications will increase by three percent (3.0%) in addition to the equity adjustments made for the classifications listed above.

   Effective the first full pay period following July 1, 2026, salary ranges of unit classifications will increase by four percent (4.0%)

   Effective the first full pay period following July 1, 2027, salary ranges of unit classifications will increase by three percent (3.0%).

4. Classification adjustments: Effective July 5, 2025, the following classifications will be retitled and placed into appropriate salary range as follows:

   a) Police Administrative Assistant title will change to Administrative Assistant at salary range $4,899.00/mo. to $6,257.00/mo. prior to implementation of 3.0% COLA.

   b) Administrative Secretary and Administrative Aide titles will change to Senior Administrative Assistant at salary range $5,152.00/mo. to $6,590.00/mo. prior to implementation of 3.0% COLA.

   c) Police Chief's Secretary and Secretary to City Manager titles will change to Executive Assistant at salary range $6,051.00/mo. to $7,740.00/mo. prior to implementation of 3.0% COLA.

   d) Adult Literacy Coordinator, Communications Supervisor, Facilities Maintenance Supervisor, Financial Analyst, Fleet Maintenance Supervisor, Jail Supervisor, Park Supervisor, Public Works Maintenance Supervisor, Recreation Supervisor, Records Supervisor, and Senior Librarian classifications will change to salary range of $7,536.00/month to

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$9,639.00/month prior to implementation of 3.0% COLA. Incumbents in these classifications will stay at their current monthly salary rate and receive the 3.0% COLA increase. If after the 3% COLA increase incumbents' monthly salary rate is still lower than the minimum of the salary range, their monthly salary rate will be brought up to the minimum monthly salary rate.

B. Merit Steps

MPMMCA unit classifications will move from a 10-step salary range to a minimum and maximum salary range. Unit employees are eligible for a merit increase not to exceed 5% at their normally scheduled annual evaluation until they reach the maximum of the salary range. Unit employees who receive a "meets standard or above" rating receive a 5% merit increase not to exceed the maximum of the salary range. Unit employees are eligible to receive the Cost of Living Adjustments each year for the term of the agreement and an annual merit increase as set forth above.

1. Except as modified herein, the Administrative Policy 30-41 – "Ten-Step Meritorious Program" provides rules related to the merit system.

2. Advancement within the salary range may occur at intervals of no less than one year. Recommendations for merit increases or denial of merit increases must be accompanied by a performance evaluation to substantiate performance. Performance evaluations and consideration of merit adjustments shall be due annually on the employee's anniversary of the probationary appointment to his/her/their position classification. Nothing in this Article shall prevent a supervisor from exercising management rights to suspend, reduce, demote, layoff, or terminate for cause an employee in accordance with City Personnel Rule 902.1 – 902.8 – Resignation, Job Abandonment, Layoff, and Separation or Rule 1002.3– Discipline Procedures.

3. Advancement within the salary range shall be contingent upon receiving "meets job standards" performance evaluations or better.

C. Longevity Pay

Effective the first full pay period after July 1, 2025, the City will provide a monthly longevity payment to unit 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) as follows:

Start of 5th year to completion of 9 years	$50.00 per month
Start of 10th year to completion of 14 years	$100 per month
Start of 15th year to completion of 19 years	$125 per month
Start of 20th year to completion of 24 years	$200 per month
Start of 25th years+	$450.00 per month

The parties agree that that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

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E. Educational/Certification Pay: The City shall make a payment to each unit member as Educational Incentive Pay in the following amounts:

a. $80.00 per month for associate degree from an accredited educational university.;

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

c. $175 per month for a master's degree and/or juris doctor degree from an accredited educational university;

d. $50.00 per month for a Certified Municipal Clerk Certification;

e. $50.00 per month for a Public Works Certificate through Citrus College;

f. $120.00 per month for License for Qualified Applicator License or Agriculture Pest Control Advisor, pay is for one certificate or the other (not both);

g. $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 certifications total of any level of either distribution or treatment or any combination thereof);

h. $50.00 per month for an Arborist License/Certificate.

i. $150.00 per month for POST Dispatch Supervisor Certificate or POST Records Supervisor Certificate – non-cumulative.

All degrees, licenses, certificates and/or certifications shall be reviewed and approved by the Department Director and Director of Human Resources and Risk Management before the Educational/Certification Pay will be issued.

Each unit member is only eligible for the highest compensable Educational Pay and Certification Pay, unless clearly noted. Educational and Certification pays are non-cumulative unless otherwise stated, the unit member is eligible for the highest Certification Pay and/or the highest Education Pay. His/her/their Educational/Certification Pay shall be capped at $415.00 per month which reflects one Educational Pay and one Certification Pay.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) – Educational Incentive Pay.

F. Auto Mechanic Certification Pay:

1. The Equipment Maintenance Supervisor will be eligible for certification premium in the amount of $40.00 per month for each ASE Automotive/Light Truck

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Certification up to a maximum of two (2) such certifications. The maximum certification pay under this subsection 1 is limited to $80.00 per month.

2. Upon receipt by the Equipment Maintenance Supervisor of certification as an ASE-Certified "Master Automotive Technician," in lieu of the premium indicated in subsection 1 above, the individual so certified shall be eligible for certification premium in the amount of $120.00 per month.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2) – Educational Incentive Pay.

G. First Responder Standby - Qualified non-exempt employees of the Public Works Department or Parks Division of the Recreation & Parks Department may be assigned, at the discretion of the City, as First Responder Standby for after-hours emergency response. In addition to any additional reporting procedures established by the City, the following provisions shall apply to any individual assigned to First Responder Standby status:

1. First Responder Standby duty shall be assigned to no more than three (3) individuals City-wide (one of which shall be fully qualified to respond to water distribution incidents and one to water production incidents) for a period of seven (7) calendar days. The First Responder Standby schedule shall be determined at the sole discretion of the City.

2. An individual so assigned shall be compensated at the rate of $25.00 per weekday (0001 hrs. Monday through 2400 hrs. Thursday) and $45.00 per weekend day (0001 hrs. Friday through 2400 Sunday).

3. Should an employee be assigned First Responder Standby status on a City designated holiday (defined as the actual date of holiday), compensation shall be at the rate of $50.00 per holiday.

4. While on First Responder Standby status, the assigned employee shall: carry a City provided cell phone and lap-top computer (if applicable); respond via telephone within five (5) minutes to any phone call; and report fit-for-duty to the incident site within 25 minutes (no later than 45 minutes) following receipt of call-out information (or, if applicable, correct problem via computer). Failure to abide by the provisions of this subsection 4 will result in forfeiture of stand-by compensation for that 24-hour period and may result in removal from standby assignment and/or disciplinary action.

5. To be eligible for First Responder Standby assignment, an individual must be certified by the Public Works Maintenance Manager, Water Utility Manager and Parks Superintendent as:

a. Having adequate knowledge of traffic control protocols; sewer, water and irrigation systems; and operation of designated equipment to effectively perform as a First Responder to after-hours emergency situations; and,

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b. Residing in a geographic location that allows for a response time as designated in subsection 4 above.

6. The parties mutually agree that this program shall be formally evaluated annually. Said evaluation will include evaluation of the effectiveness of the program and such measurements as: a review of number of call-outs, response time, type of calls, ability of first responder to clear call without additional support, time to clear call, number of calls for additional support, response time for support personnel and any other measurements determined appropriate by the City.

6. The Association specifically acknowledges that the City maintains the sole and exclusive right to assign personnel to First Responder Standby and to determine the need for such assignment. Nothing contained in this Article, shall create a duty upon the City to assign individuals to First Responder Standby nor shall any individual have a right to be so assigned. The City agrees to meet and consult with the Association prior to any modification or termination of the First Responder Standby program.

ARTICLE 28: DUTY HOURS/ALTERNATIVE SCHEDULE

Except as modified herein, duty hours shall be governed by Personnel Rule 602.1 Work Schedules and Attendance of the Personnel Rules and Regulations of the City of Monterey Park, which is outlined as follows:

A. Effective January 1, 2015, City Hall shall be open on Friday as an 8-hour workday for employees on a 5/40 or 9/80 work schedule and a 10-hour workday for employees on a 4/10 work schedule that is scheduled to work on a Friday.

B. Any such assignments shall be based upon the needs of the Department and will be made at the sole discretion of the Department Director subject to approval of the City Manager.

C. Department Directors shall have full latitude and authority to establish and/or change any individual's schedule depending on the needs of the Department.

D. An employee will be required to utilize the exact number of hours associated with their schedule for any requested work shifts off (i.e., 9 hours for vacation, compensatory, sick, and/or holiday if on a 9/80 schedule, 10 hours if on a 4/10 schedule and 8 hours if on a 5/40 schedule).

E. Individual employees may request to maintain a 5/40 schedule (i.e., Monday-Friday). The decision of the Department Director to grant or deny such request is not subject to appeal or further review.

ARTICLE 29: PROBATIONARY PERIOD

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Employees who are newly hired or promoted shall serve a probationary period of twelve (12) months.

ARTICLE 30: DEFERRED COMPENSATION PLAN

A deferred compensation plan will be made available to all members of the City of Monterey Park Mid-Management and Confidential Association. The City will match an employee contribution up to one-hundred dollars ($100.00) per pay period.

ARTICLE 31: RETIREE HEALTH SAVINGS PLAN

Beginning August 30, 2025, full-time unit employees will contribute 10 hours of PTO annually (to be deducted once a month) into a Retiree Health Savings Plan ("RHSP") as described in this section.

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

   - 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 10 hours annually of PTO time to the unit employee's RHSP account. These contributions will be made for each complete calendar month of an employee's active City service. For example, each eligible member will receive 0.83 hours per month contribution equaling 10 hours annually. For example, an employee's PTO leave accrual will be reduced from 170 hours annually to 160 hours annually (see Article 10).

C. Contributions to RHSP are 100% vested.

D. Contributions and earning 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 or more of the investment options available within RHSP.

F. The RHSP shall provide for benefits to be paid to the unit 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. Unit employees, whether active or terminated, may not transfer their RHSP account to a similar plan not sponsored by the City.

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H. In the event of death, the participant's 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 to reduce administrative fees for plan participants.

I. The RHSP will be administered by an 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 B. above does not change. Any change shall not affect any contributions that have vested under Section C. above.

K. Before August 28, 2025, a one-time pre-funding contribution by unit employees who elect to use sick leave bank 1 and/or 2 at 75% cash value, vacation leave bank and/or holiday leave bank at 100% cash value to deposit up to 300 hours of leave in the 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 hours) shall be deposited on behalf of that employee into an RHSP account. This is a one-time contribution. In no event shall this contribution exceed any IRS contribution limits. Ongoing contributions shall continue per Article 30 (B), subject to any IRS contribution limits. For purposes of this provision, all leave hours shall be valued at the base hourly rate as of August 28, 2025.

ARTICLE 32: INDUSTRIAL INJURY

All full-time employees shall be allowed for each injury or illness, normal salary for the first day of absence to, and including, the last day of absence for a period not to exceed 120 calendar days that occur within a 36-month period.

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 accumulated compensatory time off. While Temporarily Totally Disabled (TTD), the employee shall be entitled to use only so much of such other leave benefits (i.e. sick, vacation, comp, etc.), which, when added to temporary disability payments, provide for a normal full day's wage or salary.

The City shall be authorized to make application for said employee's disability retirement in those instances where the employee is either permanent, stationary and incapacitated for the performance of his/her/their duties, or in the alternative, where there is not a reasonable medical certainty that the employee, although not permanent and stationary, will recover to the extent necessary to perform the essential duties of his/her/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 that an employee is on full paid leave, the employee shall continue to accrue all fringe benefits.

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Nothing herein shall prohibit an employee from requesting a leave of absence without pay from the City Council. Such leave is not guaranteed, nor may it exceed beyond a period of one (1) year from date of injury.

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 33: UNIT DETERMINATION AND MODIFICATION

A. Policy and Standards for Determination of Appropriate Units

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

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

2. History of representation in the City and in similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.

3. Consistency with the organizational patterns of the City.

4. Number of employees and classifications, and the effect on the administration of employer-employee relations because of the fragmentation of classifications and/or proliferation of units.

5. Effect on the classification structure and impact on the stability of the employer-employee relationship because of dividing a single or related classification among two or more units.

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

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

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The following definitions apply to this Section:

1. "Appropriate Unit" means a unit of employee classes or positions, established pursuant to this Section.

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

3. "Supervisory Employee" means any employee having authority, in the interest of the City, to hire, suspend, layoff, 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 forgoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

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

B. Procedure for Modification of Established Appropriate Units

1. Requests by employee organizations for modification of established appropriate units shall be considered by the Director of Human Resources and Risk Management. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Municipal Code Section 2.32.050, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section A of this Article. Any Association request for modification to its unit shall be limited to a two (2) week window period annually to be determined by the Director of Human Resources and Risk Management with reasonable notice to the Association. The Director of Human Resources and Risk Management shall process such petition as recognition petitions are processed under this Chapter.

2. The Director of Human Resources and Risk Management may, on his/her own motion, propose that an established unit be modified. The Director of Human Resources and 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 and Risk Management by which to contest the proposal(s). Not later than seven (7) calendar days after receipt of such request, the Director of Human Resources and Risk Management shall conduct such meeting at which time all affected employee organizations shall be heard. Thereafter, the Director of Human Resources and Risk Management shall determine the composition of the appropriate unit or units in accordance with Section A of this Article, and shall give written notice of such determination by

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depositing the same in the mail, addressed to the affected employee organizations. The Director of Human Resources and Risk Management's determination may be appealed as provided in paragraph 3 of this Section. However, if a unit is modified pursuant to the motion of the Director of Human Resources and Risk Management, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section 2.32.050 of the Municipal Code.

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

3. Appeals

An employee organization aggrieved by an appropriate unit determination of the Director of Human Resources and Risk Management pursuant to this Section may, within ten (10) calendar days of mailing by the Director of Human Resources and 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 and 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 and Risk Management's decision was mailed.

A unit designated by the Director of Human Resources and Risk Management need not be "most appropriate," or "more appropriate," but need only be "appropriate." If "appropriate," then the City Manager shall affirm the decision of the Director of Human Resources and Risk Management. 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 and Risk Management's decision was "appropriate" pursuant to the guidelines of Paragraph 1, above. The City Manager shall conduct the appeal hearing within fifteen (15) calendar days of receipt of the appeal and shall issue his/her written decision within fifteen (15) calendar days after conclusion of the hearing. The City Manager's decision shall be served upon the appellant(s) by depositing the same in the U.S. mail, and shall be administratively final and binding.

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

5 Subsequent to this agreement, should the City and another association adopt a version of this Article 33 of the MOU that is different than that adopted by the City

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and the Association, the Association has the right to negotiate and adopt any such changes limited to this Article 33 and include them in this MOU.

ARTICLE 34: GENERAL PROVISIONS

A. This MOU shall not in any way interfere with the obligations of the parties 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 affected by State or Federal laws, or of any rule, regulation, or order issued by such governmental authority, or if any provision, or provisions, should be held invalid by a court of record, the remainder of the MOU shall not otherwise be affected.

B. 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.

However, upon the request of the City to re-open any subject in the MOU, the parties shall meet within ten (10) business days to commence the meet and confer process.

C. The parties hereto agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in MPMMCA, or because of race, color, creed, national origin, age, gender, legal disability, marital status, sexual orientation, political/union activity, or for any other protected status as defined by law.

D. The parties hereto agree that this MOU cannot be modified, changed, and/or canceled in any way except by mutual consent of said parties in writing.

ARTICLE 35: TERM OF MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding shall be in effect for a basic term commencing July 1, 2025 – June 30, 2028 and shall continue in effect from year-to-year thereafter, unless or until terminated. This MOU may be terminated as of the end of the initial term or any subsequent contract period by either party giving written notice to the other not less than sixty (60) calendar days prior to the termination date. Unless specifically described to the contrary herein, all changes in matters within the scope or representation shall be provided prospectively from the date of MOU implementation. The "date of MOU implementation" shall be the date of City Council adoption of the MOU.

ARTICLE 36: 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.

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

MONTEREY PARK MID-MANAGEMENT & CONFIDENTIAL ASSOCIATION

By: _____
Cindy Trang, MMCA President

By: _____
Cristina Garcia , MMCA
Negotiating Team Member

CITY OF MONTEREY PARK

By: _____
Inez Alvarez
City Manager

By: _____
Christine Tomikawa, Director
Human Resources & Risk Mgmt

APPROVED AS TO FORM:

_____
Karl H. Berger
City Attorney

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ADDENDUM A-1

MID-MANAGEMENT & CONFIDENTIAL SALARY SCHEDULE

Effective July 5, 2025, monthly base salary increase of 3.0% COLA:

Confidential Classification	Range	Minimum	Maximum
Administrative Assistant	Conf-9	$5,046	$6,445
Executive Assistant	Conf-15	$6,232	$7,973
Human Resources Analyst	Conf-3M	$7,334	$9,383
Human Resources Specialist	Conf-13	$6,232	$7,973
Human Resources Technician	Conf-7	$5,458	$6,984
Information Systems Specialist	Conf-3	$7,904	$10,111
Payroll Technician	Conf-12	$5,532	$7,077
Senior Administrative Assistant	Conf-10	$5,307	$6,788

Mid-Management Classification	Range	Minimum	Maximum
Adult Literacy Coordinator	MGM-2.5	$7,762	$9,929
Animal Control Supervisor	MGM-2.5	$7,762	$9,929
Assistant City Engineer/Assistant Director	MGM-12	$11,735	$15,012
Assistant To City Manager	MGM-9.5	$9,541	$12,207
Civil Engineering Associate	MGM-11	$8,264	$10,573
Code Compliance Supervisor	MGM-2.5	$7,762	$9,929
Communications Supervisor	MGM-2.5	$7,762	$9,929
Deputy City Clerk	MGM-3	$9,117	$11,663
Deputy Fire Marshal	MGM-13	$7,762	$9,837
Economic Development Manager	MGM-6.5	$9,686	$12,393
Facility Maintenance Supervisor	MGM-2.5	$7,762	$9,929
Financial Analyst	MGM-2.5	$7,762	$9,929
Fire Marshal	MGM-7.5	$10,239	$13,100
Fleet Maintenance Supervisor	MGM-2.5	$7,762	$9,929
Jail Supervisor	MGM-2.5	$7,762	$9,929
Media Supervisor	MGM-2.5	$7,762	$9,929
Park Supervisor	MGM-2.5	$7,762	$9,929
Police Records Supervisor	MGM-2.5	$7,762	$9,929
Principal Management Analyst	MGM-4	$8,594	$10,993
Public Works Maintenance Manager	MGM-8.5	$10,846	$13,100
Public Works Supervisor	MGM-2.5	$7,762	$9,929
Recreation Supervisor	MGM-2.5	$7,762	$9,929
Senior Accountant	MGM-3.5	$7,904	$10,111
Senior Librarian	MGM-2.5	$7,762	$9,929
Senior Planner	MGM-5	$8,662	$11,082
Water Operations Supervisor	MGM-2.5	$7,762	$9,929
Water Production Supervisor	MGM-2.5	$7,762	$9,929

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ADDENDUM A-2

MID-MANAGEMENT & CONFIDENTIAL SALARY SCHEDULE

Effective July 4, 2026, 4.0% COLA:

Confidential Classification	Range	Minimum	Maximum
Administrative Assistant	Conf-9	$5,248	$6,702
Executive Assistant	Conf-15	$6,482	$8,291
Human Resources Analyst	Conf-3M	$7,627	$9,758
Human Resources Specialist	Conf-13	$6,482	$8,291
Human Resources Technician	Conf-7	$5,677	$7,263
Information Systems Specialist	Conf-3	$8,330	$10,515
Payroll Technician	Conf-12	$5,753	$7,360
Senior Administrative Assistant	Conf-10	$5,519	$7,059

Mid-Management Classification	Range	Minimum	Maximum
Adult Literacy Coordinator	MGM-2.5	$8,072	$10,326
Animal Control Supervisor	MGM-2.5	$8,072	$10,326
Assistant City Engineer/Assistant Director	MGM-12	$12,204	$15,513
Assistant To City Manager	MGM-9.5	$9,923	$12,695
Civil Engineering Associate	MGM-11	$8,595	$10,996
Code Compliance Supervisor	MGM-2.5	$8,072	$10,326
Communications Supervisor	MGM-2.5	$8,072	$10,326
Deputy City Clerk	MGM-3	$9,482	$12,129
Deputy Fire Marshal	MGM-13	$7,998	$10,230
Economic Development Manager	MGM-6.5	$10,074	$12,889
Facility Maintenance Supervisor	MGM-2.5	$8,072	$10,326
Financial Analyst	MGM-2.5	$8,072	$10,326
Fire Marshal	MGM-7.5	$10,649	$13,624
Fleet Maintenance Supervisor	MGM-2.5	$8,072	$10,326
Jail Supervisor	MGM-2.5	$8,072	$10,326
Media Supervisor	MGM-2.5	$8,072	$10,326
Park Supervisor	MGM-2.5	$8,072	$10,326
Police Records Supervisor	MGM-2.5	$8,072	$10,326
Principal Management Analyst	MGM-4	$8,937	$11,432
Public Works Maintenance Manager	MGM-8.5	$11,280	$14,431
Public Works Supervisor	MGM-2.5	$8,072	$10,326
Recreation Supervisor	MGM-2.5	$8,072	$10,326
Senior Accountant	MGM-3.5	$8,220	$10,515
Senior Librarian	MGM-2.5	$8,072	$10,326
Senior Planner	MGM-5	$9,008	$11,525
Water Operations Supervisor	MGM-2.5	$8,072	$10,326
Water Production Supervisor	MGM-2.5	$8,072	$10,326

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ADDENDUM A-3

MID-MANAGEMENT & CONFIDENTIAL SALARY SCHEDULE

Effective July 3, 2027, 3.0% COLA:

Confidential Classification	Range	Minimum	Maximum
Administrative Assistant	Conf-9	$5,405	$6,904
Executive Assistant	Conf-15	$6,676	$8,540
Human Resources Analyst	Conf-3M	$7,856	$10,051
Human Resources Specialist	Conf-13	$6,676	$8,540
Human Resources Technician	Conf-7	$5,847	$7,481
Information Systems Specialist	Conf-3	$8,467	$10,831
Payroll Technician	Conf-12	$5,926	$7,581
Senior Administrative Assistant	Conf-10	$5,684	$7,271

Mid-Management Classification	Range	Minimum	Maximum
Adult Literacy Coordinator	MGM-2.5	$8,314	$10,636
Animal Control Supervisor	MGM-2.5	$8,314	$10,636
Assistant City Engineer/Assistant Director	MGM-12	$12,570	$16,081
Assistant To City Manager	MGM-9.5	$10,221	$13,076
Civil Engineering Associate	MGM-11	$8,853	$11,326
Code Compliance Supervisor	MGM-2.5	$8,314	$10,636
Communications Supervisor	MGM-2.5	$8,314	$10,636
Deputy City Clerk	MGM-3	$9,767	$12,493
Deputy Fire Marshal	MGM-13	$8,238	$10,537
Economic Development Manager	MGM-6.5	$10,376	$13,275
Facility Maintenance Supervisor	MGM-2.5	$8,314	$10,636
Financial Analyst	MGM-2.5	$8,314	$10,636
Fire Marshal	MGM-7.5	$10,969	$14,032
Fleet Maintenance Supervisor	MGM-2.5	$8,314	$10,636
Jail Supervisor	MGM-2.5	$8,314	$10,636
Media Supervisor	MGM-2.5	$8,314	$10,636
Park Supervisor	MGM-2.5	$8,314	$10,636
Police Records Supervisor	MGM-2.5	$8,314	$10,636
Principal Management Analyst	MGM-4	$9,205	$11,775
Public Works Maintenance Manager	MGM-8.5	$11,618	$14,864
Public Works Supervisor	MGM-2.5	$8,314	$10,636
Recreation Supervisor	MGM-2.5	$8,314	$10,636
Senior Accountant	MGM-3.5	$8,467	$10,831
Senior Librarian	MGM-2.5	$8,314	$10,636
Senior Planner	MGM-5	$9,279	$11,871
Water Operations Supervisor	MGM-2.5	$8,314	$10,636
Water Production Supervisor	MGM-2.5	$8,314	$10,636

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