RESOLUTION NO. 2025-R79

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING FOR CONTRACT YEARS 2025-2028 BETWEEN THE CITY OF MONTEREY PARK AND THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION.

THE CITY COUNCIL RESOLVES AS FOLLOWS:

SECTION 1: City representatives, approved by the City Council, and representatives from the Monterey Park Police Captains' Association ("MPPCA") 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, MPPCA informed the City that its members had ratified the MOU.

SECTION 4: After reviewing the MOU, the City Council adopts the MPPCA MOU for fiscal years 2025-28, which is attached as Exhibit A and incorporated by reference, retroactively effective July 1, 2025 and authorizes the City Manager 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: *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 7: *Effective Date*. This Resolution will become effective immediately upon adoption.

SECTION 8: *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 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 17th day of September, 2025.

Elizabeth Yang, Mayor

ATTEST:

Maychelle Yee, City Clerk

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

By: _____
Justin A. Tamayo, Assistant 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-R79 was duly and regularly adopted by the City Council of the City of Monterey Park at a regular meeting held on the 17th day of September, 2025, by the following vote:

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

Dated this 17th day of September, 2025.

Maychelle Yee, City Clerk
Monterey Park, California



MEMORANDUM OF UNDERSTANDING

between

THE CITY OF MONTEREY PARK, CALIFORNIA

and

THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION

THREE-YEAR AGREEMENT: 07/01/2025 – 06/30/2028

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

TABLE OF CONTENTS

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK, CALIFORNIA
and
THE MONTEREY PARK POLICE CAPTAINS' ASSOCIATION

THREE YEAR AGREEMENT **07/01/2025 – 06/30/2028**

PREAMBLE 1

ARTICLE 1 - SCOPE OF MEMORANDUM OF UNDERSTANDING 1

ARTICLE 2 - RECOGNITION 1

ARTICLE 3 - CITY RESPONSIBILITIES AND RIGHTS 1

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES 2

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS 2

ARTICLE 7 - GRIEVANCE PROCEDURE 3

ARTICLE 8 - ADMINISTRATIVE LEAVE 7

ARTICLE 9 - VACATION 7

ARTICLE 10 - HOLIDAY SCHEDULE 8

ARTICLE 11 - ACCRUAL CASH-OUT 9

ARTICLE 12 - SICK LEAVE 10

ARTICLE 13 - BEREAVEMENT LEAVE 12

ARTICLE 14 - MILITARY LEAVE 12

ARTICLE 15 - JURY DUTY 12

ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY 12

ARTICLE 17 - FMLA/CFRA COMPLIANCE 14

ARTICLE 18 - INDUSTRIAL INJURY AND ILLNESS LEAVE 14

ARTICLE 20 - UNIFORM ALLOWANCE 16

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

ARTICLE 21 - MEDICAL INSURANCE 16

ARTICLE 22 - MEDICAL & DEPENDENT CARE FLEXIBLE SPENDING ARRANGEMENT.....18

ARTICLE 23 – RETIREE HEALTHCARE TRUST 18

ARTICLE 24 - LIFE INSURANCE PLANS 18

ARTICLE 25- EDUCATIONAL INCENTIVE PAY.....18

ARTICLE 26 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT 19

ARTICLE 27 - SALARIES AND WAGES 19

ARTICLE 28- RETIREMENT 20

ARTICLE 29- RETIREMENT HEALTH SAVINGS PLAN 22

ARTICLE 30- MEDICAL EXAMINATION.....23

ARTICLE 31 - DEFERRED COMPENSATION PLAN 23

ARTICLE 32 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION.....24

ARTICLE 33 - GENERAL PROVISIONS 24

ARTICLE 34 - TERM OF MEMORANDUM OF UNDERSTANDING.....24

ARTICLE 35 - CITY COUNCIL APPROVAL 25

ADDENDUM A.....26

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MONTEREY PARK
and
THE MONTEREY PARK POLICE CAPTAINS'
THREE YEAR -AGREEMENT 07/01/2025 – 06/30/2028

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 Police Captains' Association, hereinafter referred to as "MPPCA" have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith. Unless specifically provided herein, changes in wages, hours and terms and conditions of employment shall be prospectively effective on and after City Council adoption of this MOU.

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

A. The City acknowledges the MPPCA as the Recognized Employee Organization as the representative for Police Captains' in the Police Department of the City of Monterey Park, California, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

B. This MOU shall cover all employees working in the classification of Police Captain.

C. This MOU does not preclude employees in such employment classifications from representing themselves individually in their employment relations with the City.

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 City; to establish and change work schedules and assignments; to hire, transfer and to promote or to lay off employees for lack of work and for all other legitimate reasons; to suspend, discipline or discharge for just cause; to expand or diminish services; to subcontract any work or 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.

B. Notwithstanding the above, the City hereby agrees to Meet and Confer with the MPPCA on any changes regarding hours, work schedules, salaries, or working conditions. The City agrees to adhere to the job specifications established for each classification.

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

ARTICLE 4 - EMPLOYEE AND/OR EMPLOYEE REPRESENTATIVES

A. All Police Captains shall have the right to join the Police Captains' Association, or to refuse or refrain from joining said organization.

B. Police Captains may select up to two (2) representatives who may or may not be City employees to meet and confer with the City Representative Committee or other management officials on subjects within the scope of representation during regular duty or working hours, without loss of time, provided:

1. That no employee representative shall leave his/her/their duty or workstation or assignment without specific approval by the Police Chief.

2. That any such meeting is subject to scheduling by the Police Chief so as to avoid interference with or interruption of assigned work schedules or work performance.

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

D. Deductions as are authorized in writing by the employee shall be deducted from earned wages or salaries on each payday. The City shall forward all dues and/or initiation fees deducted from the employees for any month, the first of the succeeding month.

E. The MPPCA shall indemnify, defend and hold the City harmless against claims and any suit instituted by an employee against the City which shall arise out of any action which shall be taken by the City in accordance with sections regarding dues deduction.

F. The MPPCA representatives, while on City property, shall abide by the City's safety rules and regulations.

G. The Employee Representatives will include at least one employee member. Employee Representatives shall be provided reasonable release time, without loss of salary or benefits, for purposes of collective bargaining and/or processing of employee grievances. In addition, Association representatives may be granted reasonable release time to attend POA sponsored training programs, seminars, and conferences, subject to prior City approval.

ARTICLE 6 - CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. MPPCA – Police Captains hereby agree that during the term of this MOU, Police Captains shall not engage in, encourage, sanction, support, authorize or suggest any work stoppages, strikes, boycotts, slowdowns, mass resignation, mass absenteeism, or any other intentional interference of work of the City. However, information pickets, following an impasse in the Meet and Confer process, are excluded from this Article and are therefore allowed as long as the picketing is not violent, does not block ingress or egress and/or does not interfere with the public health, safety or order.

B. In the event any Police Captain participates in any of the prohibited activities stated above, the Chief shall notify such employee or employees, so engaged to cease and desist from such activities and shall instruct said person, or persons, to return to their normal work assignment and duties.

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

C. The employee, or employees, participating in the activities prohibited 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

A. DEFINITIONS

1. A "grievance" is a formal written or oral allegation by a Police Captain who has been adversely affected by an alleged violation of the specific provisions of this Memorandum of Understanding, the City's Personnel Rules, written Department Rules, Regulations, policies and procedures or an appeal of a disciplinary action decision by the City Manager.

2. A "disciplinary grievance" is a formal written objection or challenge to any disciplinary action as defined by the Personnel Rules and Regulations. A "disciplinary grievance" shall be filed after the written receipt of the City Manager's decision and shall constitute the sole and exclusive process of appeal. Such appeals shall be processed at Level IV, Administrative Hearing.

3. A "grievant" is any unit member adversely affected by an alleged violation within the scope of the grievance procedure as defined above.

4. A "day" is any day in which the administrative offices of the City of Monterey Park are open for regularly scheduled business.

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

B. GENERAL PROVISIONS

1. If an employee is receiving direction from his/her supervisor but believes the direction forms the basis for a viable grievance, the employee must still comply with the direction. If that grievance is untimely sustained only then may the employee not comply with the directive.

2. Grievance documents shall not be placed in an employee's personnel file, unless they relate to discipline. If they relate to discipline, they will not be placed in an employee's personnel file until after the discipline appeal process (if applicable) is completed.

3. Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant. Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement. Failure by the City to meet established deadlines shall entitle but not obligate the grievant to appeal to the next step of the procedure.

4. Every effort will be made to schedule meetings for the processing of grievances during the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

5. Any unit member may, at any time, present grievances to the City and have such grievances resolved without the intervention of the MPPCA, as long as the resolution is reached prior to the hearing and the resolution is not inconsistent with the terms of this MOU. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the MPPCA which may include the attorney of MPPCA.

6. This grievance procedure shall be the sole and exclusive procedure for processing objections or challenges to disciplinary actions as defined in the Personnel Rules and Regulations and shall satisfy all administrative appeal rights and protection.

7. There shall be no reprisals, interference, coercion or discrimination against any Department employee for processing a grievance at any level, or for assisting a grievant in the processing of a grievance.

C. PROCEDURE - Grievances will be processed in accordance with the following procedures:

1. Level I - Informal Resolution

a. Any Captain who believes he/she has a grievance which is within the scope of the grievance procedure of this MOU shall present the grievance orally to the Police Chief within fifteen (15) workdays after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The Police Chief shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal procedure that at least one personal conference be held between the aggrieved employee, their representative and the Police Chief.

2. Level II - Formal Written Grievance

a. If the grievance is not settled during the informal conference and the grievant wishes to continue the grievance process, the grievant shall present the grievance in writing on the appropriate form to the Police Chief within ten (10) days after the oral decision of the Police Chief.

The written information shall include: (a) a description of the specific grounds of the grievance; (b) a listing of the provisions of this agreement, personnel rules, regulations or procedures alleged to have been violated; and (c) a listing of specific actions requested of the City which will remedy the grievance.

b. The Police Chief or his designee shall communicate the decision, in writing, to the grievant within ten (10) days after receiving the grievance.

c. Within the above time limits the parties may request a personal conference.

3. Level III - Appeal to the City Manager

a. If the grievant is not satisfied with the decision at Level II the grievant may, within

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

ten (10) days of the receipt of the decision at Level II, appeal the decision to the City Manager. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

b. The City Manager shall communicate the decision, in writing, to the grievant within ten (10) days. If the City Manager does not respond within the time limits provided, the grievant may appeal to the next level.

4. Level IV - Administrative Hearing

a. If the grievant is not satisfied with the decision at Level III and wishes to appeal the disciplinary decision of the City Manager, the grievant /employee may within ten (10) days of the receipt of the decision submit a request in writing for an administrative hearing of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the grievant shall inform the City, in writing, of its request to have an administrative hearing. The grievant and the City shall attempt to agree upon a hearing officer.

If no agreement can be reached, they shall request that the City supply a list of seven (7) names of persons experienced in hearing grievances in cities from a panel mutually selected by the grievant and the City. Each party shall alternately strike a name until only one remains. The remaining panel member shall be the Hearing Officer. The order of the striking shall be determined by flipping a coin.

b. If either the City or the grievant so requests, the Hearing Officer shall be requested to hear the merits of any issues raised regarding grievability. No hearing on the merits of the grievance will be conducted until the issue of grievability has been decided. The same Hearing Officer shall decide the issue of grievability, and if grievable, then the merits of the dispute.

c. The Hearing Officer shall within thirty (30) days unless both parties agree otherwise, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the Hearing Officer shall determine the issues by referring to the written grievance and the answers thereto at each step.

d. The Hearing Officer shall hold a hearing on the issue submitted or as determined by the Hearing Officer if the parties have not mutually agreed upon the issue, and render a written decision. The conduct of the hearing proceedings shall be governed by California Code of Civil Procedure section 1280 et. seq. The Hearing Officer's decision shall be final and binding. The Hearing Officer's decision shall be the final administrative action not subject to further administrative review. The Hearing Officer’s decision is reviewable under California Code of Civil Procedure 1094.5.

e. The City and grievant agree that the jurisdiction and authority of the Hearing Officer so selected and the opinions the Hearing Officer expresses will be confined exclusively to the interpretation of the express provision or provisions of this MOU at issue between the parties. The Hearing Officer shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this MOU or the written ordinances, resolutions, rules, regulations and procedures of the City or the

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

Department, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this MOU. The Hearing Officer shall be without powers or authority to make any decision that requires the City or management to do an act prohibited by law.

f. In the event that this grievance procedure is used to challenge disciplinary actions, the Hearing Officer shall prepare a written decision containing findings of fact, determination of issues, and statement of the precise disciplinary penalty, if any.

g. After a hearing and after both parties have had an opportunity to make written arguments, the Hearing Officer shall submit in writing to all parties his/her findings and award.

h. The fees and expenses of the Hearing Officer shall be shared equally by the City and the MPPCA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire hearing. The cost of the services of such court reporter shall be shared equally by the parties.

i. By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/administrative hearing procedure. The processing of a grievance beyond level III shall constitute an express election on the part of the grievant that the grievance/administrative hearing procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the filing of a writ of administrative mandamus to challenge a decision issued on a grievance.

j. With regard to discipline-related hearings governed by this Section (C)(4), where the discipline subject to appeal consists of a minimum of 8.1 hours and a maximum of 24 hours, the following limitation shall apply to the amount of time available to each party to the hearing for a presentation of any individual party's case. For purposes of time-limit computation only, the Association and any one (1) employee, as well as any other entity that may properly be appearing on behalf of or with an interest similar to the Association or employee, shall be jointly deemed to be the same one party for computing the time limitation on presentations. Accordingly, the time limitation shall not be multiplied by the number of individuals or entities appearing, on behalf of, or with an interest similar to, the individual employee who has been disciplined.

Each party to the Article 7 administrative appeal shall be limited to a maximum of twelve (12) hours of presentation time during conduct of an administrative appeal pursuant to MOU Article 7(C)(4) Level IV Administrative Hearing.

"Presentation Time" against which shall be charged the twelve (12) hour presentation time limitation, shall include oral opening statement and oral closing argument, direct/redirect examination of witnesses, rebuttal and sur-rebuttal witness testimony, demonstrations, and site inspections (excluding travel time to and from the site). Cross examination shall not be counted as part of the "Presentation Time."

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

The hearing officer shall record and maintain account of all such hours by means of a timekeeping device suitable to the task. Absent stipulation by the parties to extend the twelve (12) hour limitation, the hearing officer shall have no authority to extend said limitation.

ARTICLE 8 - ADMINISTRATIVE LEAVE

A. 7K Exemption: The City of Monterey Park has exercised its ability to declare the "7K" exemption under the Fair Labor Standards Act (FLSA) for sworn police personnel. The work period for such employees shall be twenty-eight (28) days in length commencing on Saturday, April 20, 1985 at 2:00 a.m.

B. Police Captains shall remain exempt from overtime.

C. Administrative leave shall be given to Police Captains designated by the Police Chief as qualified to receive administrative leave.

D. Administrative leave shall be granted by the Police Chief utilizing the following criteria:

1. The Captain(s) are required or expected to attend City Council, City Commissions, or other City related functions that occur after normal business hours.

2. The Captain(s) are required to be present or on call after normal business hours.

3. The Police Chief feels the employee consistently works hours beyond the normal business hours.

4. Annually on July 1st, the employee shall receive eighty (80) hours of administrative leave. Employees hired mid-year will receive a pro-rated amount of Administrative leave.

5. Unused Administrative Leave shall not be carried over into the next fiscal year.

E. The times during the fiscal year at which an employee may take his/her/their administrative leave shall be determined by the Police Chief 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.

ARTICLE 9 - VACATION

A. Policy: It is the intent and purpose of this vacation leave policy that all employees avail themselves of accrued vacation time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any/or all of his/her/their annual vacation accrual.

B. Vacation Accrual:

1. Accrual Rate: Employees shall accrue paid vacation time on the basis of years of paid service. The accrual rate shall be as follows:

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

* 0 - 6 years Eighty-eight (88) hours per year
* 7 + years Eight additional hours per year to a maximum of two-hundred sixty (260) hours per year.

2. Accrual Caps: Except as provided herein, no employee may accrue greater than five hundred (500) vacation hours.

   Vacation hours accrued in excess of 500 hours shall be automatically cashed out as part of the regular payroll process. Said hours shall be cashed out during the pay period in which they are earned. However, in no case shall an employee be allowed to receive the automatic cash out of vacation should the vacation accrual reach five hundred (500) hours if the employee has not, within the fiscal year, taken advantage of the cash-out provisions of Article 11 of this MOU or has not taken 40 hours of vacation for the year. If an employee has not cashed out as provided in Article 11 or taken forty (40) of vacation, accrual of vacation will cease once the cap is met.

C. Use of Vacation Time: Probationary employees shall be authorized to utilize accrued vacation time prior to conclusion of the probationary test period.

   Use of vacation time during the calendar year shall be approved by the Chief of Police or his/her/their designee, with due regard for the wishes of the employee.

ARTICLE 10 - HOLIDAY SCHEDULE

It is the intent and purpose of this holiday leave policy that all employees avail themselves of accrued holiday time in order to promote a safe and productive working environment. However, the parties do recognize that personal circumstances and/or the staffing requirements of the Police Department may periodically impact the ability of an employee to utilize any or all of his/her/their annual holiday accrual.

Holidays are observed as follows:

CITY HALL CLOSED

Regular:	New Year's Day	Veteran's Day
	Washington's Birthday	Thanksgiving Day
	Memorial Day	Day After Thanksgiving Day
	Independence Day	Christmas Eve Day
	Labor Day	Christmas Day
		New Year's Eve Day

Effective January 1, 2020, all employees shall receive eleven 10-hour (110 hours total) "holidays-in-lieu" of specific holidays off in addition to two (2) floating holidays for a total of 130 hours. Employees shall accrue 10.84 hours each calendar month of employment in lieu of the above-listed holidays. Except as provided herein, no employee may accrue greater than two-hundred sixty (260) holiday hours. Holidays have a value of ten (10) hours. Holiday hours accrued in the fiscal year that are not used for time off by the employee shall not carry over to the following fiscal year. If any of the 130 hours of holiday hours accrued in a fiscal remain unused as of June 1, those hours will be automatically cashed out by the City and distributed with the second payroll distribution in June.

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

ARTICLE 11 - ACCRUAL CASH-OUT

Police Captains may elect to annually during any calendar year, cash-out up to a total of one-hundred and thirty (130) hours of accumulated and earned vacation time. Requests for cash-out are to be submitted in a manner prescribed by the City.

Employees must submit an irrevocable election form, by no later than December 15th of the preceding calendar year, on a form available from the Human Resources Department, to cash out up to 130 hours of vacation time that are to be accrued and remaining unused in the following calendar year. Vacation balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid in December of each year.

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

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

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

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

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

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

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or

- Loss of extensive damage to the employee's property due to casualty; or

- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

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

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

ARTICLE 12 - SICK LEAVE

A. Sick leave with pay shall be granted to every full time employee who has been continuously employed for a period of time in excess of 30 days. Such sick leave shall be granted by the City, at the rate of eight-hours (8.00) for each full calendar month (96 hours per year) of continuous employment with the City, including time served in probationary status.

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 or, 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; grandparent; grandchildren; or sibling; or

(b) For an employee who is a victim of domestic violence, sexual assault, or stalking to: 1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health and safety or welfare of the employee or his or her child; or 2) to obtain medical attention or psychological counseling; services from s shelter, program or crisis center; or participate in safety planning or other actions to increase safety.

For full-time employees, one-half of the employees' 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 eighty hours of sick time can be used for family sick leave purposes.

C. On July 1, 2012, any existing sick leave balance in the employee's MOU Section 12 account shall be placed in a separate leave bank and the amount of that bank shall not be increased nor added to. The hours in the bank shall be subject to the reimbursement provisions described below as being in MOU Section 12G. The employee shall be allowed to utilize this sick leave bank balance to fund future illnesses/sick leave. However, the employee shall not be required to utilize this sick leave account unless or until the employee elects to do so. For example if an employee had 1,000 hours of sick leave in this account and retired from service, the employee would be provided 50% cash out upon service retirement. Accordingly, the employee has the option of utilizing the following newly created 800 hour sick leave account before utilizing this frozen account.

Sick leave earned by Police Captains shall be deposited into a sick leave account which shall be capped at a maximum of 800 hours. Upon having 800 hours in the sick leave account there shall be no further accrual of sick leave unless or until use results in a balance of less than 800 hours.

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

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

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

F. Government Code Section 21163 provides in pertinent part that the retirement of a PERS member who has been granted or is entitled to leave, shall not become effective until the expiration of sick leave with compensation, unless the member applies for, or consents to, his or her retirement as of an earlier date, *or unless, with respect to sick leave, the provisions of a local ordinance or resolution or the rules or regulations of the employer provide to the contrary.* In this regard, it is acknowledged that with regard to non-industrial disability retirements, it is the rule and regulation of the City that no employee shall be entitled to use or receive cash distribution of sick leave on or after the effective date of said retirement and that any such retirement shall be effective regardless of the employee having sick leave remaining in the employee's account. Additionally, it is acknowledged that with regard to individuals suffering from an industrial disability and/or being granted an industrial disability retirement, that the following sick leave rules and regulations shall apply:

1. In any instance where the local safety member has exhausted eligibility for benefits pursuant to Labor Code Section 4850 but is not eligible for disability retirement at said time, yet remains incapacitated from performance of the essential duties of the employee's position, then the employee shall exhaust all accrued leave during the period of continued disability. In no case shall any such distribution during one pay period exceed the gross salary to which the employee would otherwise be entitled during said pay period.

2. However, if said employee is eligible for an industrial disability retirement prior to exhaustion of benefits under Labor Code Section 4850 or simultaneous with the same, and still has accrued but unused sick leave, then the retirement shall still become effective and the safety employee shall be provided a one-time cash distribution of the employee's sick leave balance as it existed on the effective date of the industrial disability retirement in accordance with any eligible sick leave cash-out schedule contained in this Article 12. Further, said employee shall then be paid the cash value of accumulated vacation and holiday. Said payment shall be paid in one lump sum with the employees' final paycheck.

G. Upon accumulation of 500 sick leave hours, an employee may elect to cash-out up to ninety-six (96) hours accumulated sick leave, as long as the employee's account contains at least 500 hours after the cash out. Any such cash-out shall be at 75% value (e.g., 96 hours cash-out = 72 hours pay). Requests for cash-out will be processed the first payroll date following December 1st of each year and shall be submitted in a manner prescribed by the City.

H. Starting in December of 2019 and the first payroll date following December 1st of each year, each member may elect to cash out sick time annually at 75% value (e.g., 96 hours cash-out = 72 hours pay) Upon accumulation of sick leave hours above the identified levels below, an employee may elect to cash-out accumulated sick leave hours, as long as the employee's account contains the indicated amount after the cash out. Requests for cash-out will be processed and shall be submitted in a manner prescribed by the City.

<u>2019-2020 Fiscal Year</u>
Cash Out Hours: 110 Minimum Sick Hours Maintained: 470

<u>2020-2021 Fiscal Year</u>
Cash Out Hours: 125 Minimum Sick Hours Maintained: 440

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

2021-2022 Fiscal Year
Cash Out Hours: 140 Minimum Sick Hours Maintained: 410

I. Members may elect to cash out less hours then the maximum allowed.
J. The number of minimum sick hours to be maintained can be the number of hours in either Bank #1, Bank #2 or a combination of the hours in both Bank #1 and Bank #2.
K. Members may elect which Sick Bank they wish to cash out hours from.
L. When a member calls in sick for duty, he/she will complete the city's employee absent form and may elect which bank (Bank 1 or Bank 2) he/she wishes to have his sick time come from. If no sick bank is elected his/her sick time will automatically come from Bank 2.

ARTICLE 13 - BEREAVEMENT LEAVE

Each regular employee may be granted bereavement leave at the discretion of the Chief of Police whenever death occurs to a member of the employee's immediate family. Bereavement leave may not exceed three shifts, however, if travel outside the State of California, or within the State of California but extending beyond a distance of 300 miles from Monterey Park is necessary, bereavement leave may be extended to a total of five shifts. Shifts of Bereavement Leave are to be charged to an account separate from the employee's sick leave account.

Immediate family, for the purpose of bereavement leave, shall include: spouse, registered domestic partner, father, father-in-law, mother, mother-in-law, child, son-in-law, daughter-in-law, stepchild, grandparents, grandchildren, brother(s) brother-in-law, sister(s) or sister-in-law of the employee.

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 under State and Federal law.

ARTICLE 15 - JURY DUTY

An employee of the City who is required to participate as a juror or required to participate in the jury selection process, shall, each fiscal year, continue to receive full salary and benefits for all shifts the employee is regularly scheduled to work which occur for the ten calendar days from and including the first day the employee is required to report for jury service and is 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 more days in duration.

ARTICLE 16 - LEAVE OF ABSENCE WITHOUT PAY

Except as modified herein, Leave of Absence shall be governed by Personnel Rule 800. Attendance and Leaves, Sec. 810.9- Leave of Absence, of the Personnel System Rules and Regulations of the City of Monterey Park.

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

A. Leave of Absence Without Pay - The City Manager may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) calendar days. However, no such leave shall be granted unless the Police Chief recommends and the City Manager has approved said leave prior to its commencement date. Upon a showing of good and reasonable cause, the City Manager has authority to retroactively define an unauthorized non-paid leave of absence as being approved and sanctioned.

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

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

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

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

All requests for approval of leave without pay shall be initiated by the subject employee making said request on a City provided personnel action request form and said form shall become a permanent part of the employee's personnel file.

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

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

ARTICLE 17 - FMLA/CFRA COMPLIANCE

It is the stated intent and policy of the City that should any provision within a Memorandum of Understanding, these rules and regulations, or any other policies or procedures adopted by the City or any of its subdivisions be in violation of the California Family Rights Act and/or the Federal Family and Medical Leave Act of 1993, then such provision is null and void.

ARTICLE 18 - INDUSTRIAL INJURY AND ILLNESS LEAVE

A. Except as modified herein, Industrial Injury and Illness Leave shall be governed by Personnel Rule XI, Section 4a, Industrial Injury and Illness Leave of the Personnel System Rules and Regulations of the City of Monterey Park and state law.

B. An employee who is absent due to an Industrial Injury for an extended period of time will be considered to be on a Monday through Friday 0800 hours – 1700 hours schedule. The employee shall not be required to be at any specific location during this time period, however, must be available by cell phone.

ARTICLE 19 - MODIFIED DUTY

A. Subject to the exceptions described below, modified duty shall be made available only to those individuals suffering from an industrial injury. Non-industrial disabilities related to pregnancy, shall result in the subject employee being eligible for modified duty subject only to the criteria of Section B and Section C, subsections 1-6 as described below.

B. It is the policy of the City to return work related injured or ill employees to work as quickly as is medically feasible. Every effort will be made to make "modified work" available to industrially injured employees who are not medically ready to return to full duties, but are able to perform light or modified duties without the likelihood of aggravating the injury. "Modified work" is defined as the performance of limited job tasks, which do not encompass all of the essential duties for that particular job class. "Modified duty" shall only be made available until the employee's condition becomes "permanent and stationary" or reaches maximum medical improvement under the prevailing workers' compensation statute and in no case shall extend beyond the statutory benefit period afforded under Labor Code Section 4850 for safety personnel. "Modified duty" shall not be considered a reasonable accommodation since the essential duties for the job are not taken into consideration.

C. Modified duty may be allowed only if all of the following conditions are met:

1. The Police Chief determines that he/she has productive work available, which is within the work restrictions imposed by the qualified medical specialist. Any such decision by the Police Chief shall not be subject to administrative or court challenge;

2. The Risk Manager concurs that such work will not impose an unacceptable level of risk to the City or the employee; and

3. The City Manager concurs that the modified work assignment of the named employee is in the best interests of the City.

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

4. The determination of availability of a modified work assignment shall be made on a case-by-case basis and at the sole discretion of the City;

5. No modified duty assignment shall be made prior to conditions 1-3 being met;

6. There shall be no appeal of any decision, which results in no assignment of modified duty being made.

D. Non-Industrial Modified Duty

1. In addition to the above, non-industrial modified duty may be assigned when the following additional criteria are met (pregnancy disability not subject to the restrictions described below):

   a. Employee meets all the criteria as stated in Section C of this article.

   b. Employee receives a medical release from the designated City doctor that modified duties may be performed.

   c. The prognosis is for the injury/illness to exceed 2 weeks (14 days).

   d. The employee is released to work at least half a full shift (either 5/8 or 4/10 schedule)

   e. The employee's schedule is to be determined at the sole discretion of the Chief of Police. The Chief's determination shall not be subject to any administrative or court challenge.

   f. Modified duty is intended to be temporary and therefore modified duty for non-industrial injury/illness shall not exceed 30 calendar days in a rolling twelve-month period. With a physician's note that indicates medical improvement but continued work restrictions, the Police Chief may agree to extend the modified duty for an additional thirty (30) day period.

   g. An individual on non-industrial modified duty may be assigned to any Division of the Police Department or any Department of the City.

   h. No more than one individual may be assigned non-industrial modified duty at any one time unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

   i. No individual may be assigned, or continue to be assigned, non-industrial modified duty if there is any officer assigned modified duty for an industrial injury unless it is determined at the sole discretion of the Chief of Police that sufficient work exists to accommodate more than one individual. The Chief's determination shall not be subject to any administrative or court challenge.

   j. At all times, industrially injured individuals shall have precedence for modified duty assignments over non-industrial injured individuals.

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

ARTICLE 20 - UNIFORM ALLOWANCE

The uniform allowance shall be one thousand dollars ($1,000.00) per year. The employees will receive cash payment for the uniform allowance the first full pay period after July 1. 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) and shall be reported in equal amounts per pay period, regardless of when used by or paid to the employee.

ARTICLE 21 - MEDICAL INSURANCE

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

Current retirees and employees who were hired on or before December 31, 2015 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 $485/month (includes the MEC) toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

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 $650/month toward the purchase of medical insurance under PEMHCA for retiree and all eligible dependents.

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

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

CalPERS, the retiree may remain on a CalPERS basic plan until the retiree later qualifies for Medicare Part A at no cost.

C. Dental Insurance

The City will contribute up to ninety-five ($95) per month. 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) 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 24 months. Deductible shall be $10.00/exam; $20.00/frame and lenses.

E. Section 125 Cafeteria Plan

1. The City agrees to maintain a premium conversion plan for all active unit members to provide for the pre-tax deduction of the employee's share of premiums toward medical coverage, and when applicable, the employee's share of premiums toward the dental plan as well as any premium payment for CalPERS Long Term Care which the employee may elect to participate in an pay through payroll deduction.

   The City's contribution to the Cafeteria plan for active employees is a total monthly contribution of one thousand nine hundred and ninety-five dollars ($1,995.00). Effective the first pay date in December 2025, the City's contribution will be up to $2,100.00 per month. Effective the first pay date in December 2026, the City's contribution will be up to $2,250.00 per month. Effective the first pay date in December 2027, the City's contribution will be up to $2,400.00 per month. Should the City provide a greater cafeteria benefit contribution toward any other City employee group for the same term of July 1, 2025 to June 30, 2028, the contribution for the 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) 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), 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 has medical insurance coverage in a group plan (other than 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. AFFORDABLE CARE ACT REOPENER

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

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 22 - MEDICAL & DEPENDENT CARE FLEXIBLE SPENDING ARRANGEMENT

Effective January 1, 2018, the City will offer a voluntary medical and dependent care flexible spending account to employees. The City will pay the administrative fee for the plans and the employee will be responsible for individual account fees.

ARTICLE 23 – RETIREE HEALTHCARE TRUST

A. Effective following July 1, 2020, the city shall establish a Retiree Healthcare Trust (RHT) and full-time Unit member will be eligible to self fund contributions towards it.

ARTICLE 24 - LIFE INSURANCE PLANS

A. Life Insurance - The amount of life insurance provided to Police Captains shall be $100,000.

B. Supplemental Life Insurance may be purchased by each employee in $10,000 increments with a maximum face value of $300,000, or three times (3X) the individual's gross salary, whichever is less Any premium cost for supplemental insurance shall be borne by the employee.

ARTICLE 25- EDUCATIONAL INCENTIVE PAY

The City agrees to maintain an Educational Incentive Pay Plan, which provides additional compensation as follows:

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

B. 7.0% of base salary additional compensation per month for an employee with a Master's degree from an accredited academic institution as described above in a major reasonably related to the employee's work or consistent with a career objective with the City.

C. If an employee possesses both a Bachelor's and a Master's the employee will be compensated a maximum of 7% of base salary per month.

D. $475.00 compensation per month for a Management POST Certificate.

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.

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

ARTICLE 26 - EDUCATIONAL ENROLLMENT COST REIMBURSEMENT

Educational costs shall be limited to two thousand dollars ($2,000) annually per unit member for eligible reimbursement expenses as defined within this Article.

The City agrees to reimburse employees for the cost of enrolling in college-level courses in an academic institution accredited by the Western Association of Schools and Colleges or an accrediting organization recognized by the Council of Post Secondary Education directly related to their employment, or compatible with a career goal with the City. Enrollment cost reimbursement is subject to approval by both the Chief of Police and the Director of Human Resources and Risk Management. In rendering a reimbursement determination, the Chief of Police and the Director of Human Resources and Risk Management shall consider whether or not the course(s) for which the 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 Chief of Police and the 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 Chief of Police and the Director of Human Resources and Risk Management shall be final.

Enrollment cost reimbursement will be paid according to the following schedule:

1. If tuition or fees are equal to or less than current California State University at Los Angeles fees, the City will pay 100% of the tuition fees.

2. If tuition or fees exceed California State University at Los Angeles fees, the City will pay an amount equal to 100% of the California State University at Los Angeles fees.

An employee will be reimbursed up to twenty-five dollars ($25.00) for books each semester or equivalent if he/she is enrolled in six (6) or less units; an employee will be reimbursed up to fifty dollars ($50.00) for books each semester or equivalent, providing he/she is enrolled in seven (7) or more units. Reimbursement shall only be for books required for the course. All requests for reimbursement shall be accompanied by valid receipts.

ARTICLE 27 - SALARIES AND WAGES

A. Effective July 5, 2025, the salary range for the classification of Police Captain shall be increased by a cost of living adjustment ("COLA") of 2.0%. Effective the first full pay period after July 1, 2026, the salary range shall be increased by a 3.0% COLA. Effective July 1, 2027, the salary range shall be increased by a 3.0% COLA.

   All new unit members shall be placed on the salary range to ensure that the total of the following: base salary, education pay, special pay and longevity pay, is 5% higher than the maximum that a top step lieutenant could receive for those same compensation items.

B. Merit Advancement:

   1. MPPCA members are eligible for a merit increase not to exceed 5% at their normally scheduled

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

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 COLA each year for the term of the agreement and an annual merit increase.

2. 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. Any employee on a leave of absence (paid or unpaid) for more than 30 days in a rating period shall have their annual review date adjusted accordingly. No step raises, or other performance-based compensation, shall be delayed by more than sixty (60) calendar days due to the City failing to evaluate the affected employee's performance in a timely manner. However, if an employee who is due a performance evaluation that includes a possible merit increase does not receive their performance evaluation within sixty (60) calendar days after the date of their annual evaluation date, the merit increase shall process retroactive to the date of the employee's anniversary date for merit increase consideration. The employee is to notify their supervisor and Human Resources at the time the sixty (60) calendar days have been exceeded. A personnel action form will be completed and the merit increase (if eligible) shall be made retroactive to the employee' s anniversary date.

3. Recommendations for salary range advancement or denial of salary range advancement must be accompanied by a performance evaluation to substantiate performance. An Employee Appraisal and Development Report shall be completed and forwarded to the Human Resources Department prior to any department approved increase being processed for payment. In order for employees to receive increases in a timely manner, the Report should be received by the Human Resources Department by the beginning of the pay period in which the increase is due.

4. Nothing in this Article shall prevent the Chief of Police from exercising management rights to suspend, reduce, demote, layoff, or terminate for cause an employee in accordance with City Personnel Rule 1000 - Discipline.

C. Longevity Pay – The City will provide longevity pay to be paid each pay period at the following noncumulative amounts to unit employees based on their years of full-time City service in addition to prior full-time sworn law enforcement service with another public agency (must provide proof) as follows:

Start of 7th year to completion or 9 years	7.0% base salary per month
Start of 10th year to completion of 14 years	7.0% base salary per month plus $100.00/month
Start of 15th year to completion of 19 years	7.0% base salary per month plus $200.00/month
20 years+	7.0% base salary per month plus $300.00/month

ARTICLE 28- RETIREMENT

A. Retirement Benefits - Retirement Benefits as provided in contract, dated November 1, 1952, with the Public Employees' Retirement System and as follows:

1. Effective July 1, 1995, PERS "2% @ 50" formula Retirement Plan;
2. Effective June 24, 1989, "Single Highest Year" option;
3. Effective March 20, 1976, "Post Retirement Survivor" option;

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

4. Effective May 8, 1999, "1959 Survivor's Benefit" - Level 4;
5. Effective August 18, 2001, “3% @ 55” formula Retirement Plan;
6. Effective November 1, 2003, Military Service Credit as Public Service.

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

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

D. Employees who are ‘New Members’ as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after 1/1/2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least 6 months or more) will constitute a second tier and be subject to all the applicable PEPRA provisions, which include but are not limited to the following retirement benefits:

Tier 2: “New Members’ will have the retirement formula 2.7%@57 and the three year average final compensation. New members contribute one-half of the total normal cost of their retirement benefits as determined by CalPERS. In 2016, that contribution is 12%.

E. Cost-Sharing
Classic Employees:

Employee Paid Retirement Contribution: Classic employees currently pay the nine percent (9%) member contribution. Effective the payroll period following the 2019 CalPERS contract amendment approval, Employees shall also pay an additional three percent (3%) retirement contribution as cost sharing pursuant to Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

‘New Member’ Employees:

“New Member” employees pay their one-half the total normal cost as determined by CalPERS. As of July 1, 2019, that contribution is 12.25%. Effective the payroll period following the CalPERS contract amendment approval, “new members” will contribute .5% cost sharing pursuant to Government Code section 20516(a) in addition to their one-half of the total normal cost as determined by CalPERS. In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction.

For example, if the required PEPRA contribution is 12.25%, then “new members” will contribute 12.25% (1/2 the normal cost) and .5% as cost-sharing, for a total employee contribution of 12.75%.

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

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

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

impacted employees' base pay accordingly.

ARTICLE 29- RETIREMENT HEALTH SAVINGS PLAN

A. The intent of the Retirement Health Savings Plan ("RHSP") is to help participants pay eligible medical expenses during retirement using tax-deferred funds.

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

B. The City agrees to contribute the dollar equivalent of 4 hours per month of Sick Leave to the unit member's RHSP account. These contributions will be made for each calendar month of an employee's active City service. The employee's annual Sick Leave accrual will be reduced by 4 hours monthly.

C. Contributions to the RHSP are 100% vested.

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

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

F. The RHSP shall provide for benefits to be paid to all unit employees after such 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 separated, may not transfer their RHSP account to a similar plan not sponsored by the City.

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

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

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

K. Each member has an option to use Sick Leave bank hours in accordance with Article 12 (H) for sick leave cash out. Employees are eligible to cash out sick leave hours at 75% cash value, vacation leave hours, and/or holiday hours to deposit up to 300 hours of leave on behalf of each employee in the unit in their RHSP account (i.e. 300 hours sick leave hours is equivalent to 225 cash hours). If the total of the balance from all 3 leave banks is less than 300 hours, then only the value of the total number of leave hours available (even if less than 300) shall be deposited on behalf of that employee in their RHSP account. This is a one-time contribution. In no event shall this contribution exceed

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

any IRS contribution limits. Ongoing contributions shall continue per Article 29 (B), subject to any IRS contribution limits. For purposes of this provision, all leave hours shall be valued at base hourly rate as of October 2, 2025.

ARTICLE 30- MEDICAL EXAMINATION

A medical examination may be required by the City when job related and consistent with business necessity to ensure the employee is free from any physical, emotional, or mental condition that might adversely affect the exercise of powers of a peace officer as permitted by Government Code 1031(f). The exam will be administered by a medical doctor selected by the City. The City agrees to pay the full cost of the medical examination.

ARTICLE 31 - DEFERRED COMPENSATION PLAN

A deferred compensation plan will be available to all members of the Police Officers Association/Captains' Unit. Participation in this deferred compensation plan is at the option of the individual employee. Effective July 8, 2023, the City will contribute a matching up to one and one-half percent (1.5%) of base salary per month, but under no circumstances shall exceed the contributions limitations of Internal Revenue Code section 401(a) and related regulations and guidance.

A. One-Time Deferred Compensation Special 457 Catch-up Provision:

(One-Time is defined by law as an election to "catch-up" underutilized deferrals to a 457 plan, once in a singular year or multiple years, not to exceed 3 years) Federal Law allows 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age. Normal retirement age for "classic" safety members of PERS is fifty-five (55) years old and fifty-seven (57) years old for "new" members of PERS. All 457 plans of an employer must have the same normal retirement age (NRA). For purposes of the deferred compensation special 457 catch-up provision for the City of Monterey Park, the normal retirement age range shall be considered 51 thru 62 years old.

The intent of this section is to facilitate association members in the final three (3) years prior to their stated retirement date in converting the hourly rate of accrued compensable leave to monies into their contribution to one of the City's deferred compensation providers in accordance with IRS regulations/Federal Law. After an employee defers compensable accrued leave, balances of 120 hours must remain or be maintained in both their sick and vacation accrual banks. If an employee defers compensable leave from a bank that has a formula of payout at retirement (i.e. 50% sick leave at retirement) the deferral does not recalculate the remaining balance. All sick leave hours, per MOU provisions, will be on a fifty percent basis (i.e. a conversion of 100 hours will result in the salary equivalent to 50 hours being deposited into the employees deferred compensation account). In the final three (3) years prior to an employee's stated retirement date he/she may convert the hourly rate of accrued compensable leave to monies into be included in their contribution to one of the City's deferred compensation providers in accordance with IRS regulations and the schedule outlined below:

3-year Catch-up Plan:

1st year: no more than 30% of compensable accrual time of Sick Leave, Vacation Leave and Holiday Leave as allowed by Federal Law.

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

2nd Year: If a second year is chosen, no more than 45% of compensable leave may be deferred.
3rd Year: If a third year is chosen, no more than 60% of compensable leave may be deferred.

The City is not a party to and accepts no responsibility for the employees obligations under federal law to comply with the IRS and legal requirements of such deferrals allowing 457 participants a one-time catch-up provision to make deferrals to "catch-up" underutilized deferrals from prior years during any or all of the three calendar years ending before the tax year they reach the plans normal retirement age.

ARTICLE 32 - WRITTEN NOTICES TO RECOGNIZED EMPLOYEE ORGANIZATION

Reasonable written notice will be given to the Police Captains of any rule, ordinance, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council. In cases where the City determines that as a result of an emergency an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meetings with the Police Captains, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

The Police Captains shall be deemed to have met and conferred and agreed to any matter if within thirty days after mailing of the notice by the City regarding said matter, the employee organization fails to deliver to the City Manager a written request for a meeting.

ARTICLE 33 - GENERAL PROVISIONS

A. This MOU shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal laws, or with any rule, regulation, or order issued by such government authority pertaining to matters covered herein. If any provision, or provisions, of this MOU shall 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 be otherwise affected thereby.

B. The parties agree to continue their long-standing policies in that there shall be no discrimination against any employee because of membership or non-membership in the Recognized Employee Organization or based on any protected class.

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

Nothing contained in the MOU shall act as a waiver of any rights an individual may have under the workers' compensation law.

ARTICLE 34 - TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be in effect for an initial term commencing July 1, 2025 and ending June 30, 2028 and shall continue in effect from year to year thereafter unless or until terminated.

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

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 ninety (90) calendar days prior to the termination date. If no notice is given in accordance with the terms of this Article, the MOU shall automatically renew for an additional year without any change whatsoever.

ARTICLE 35 - CITY COUNCIL APPROVAL

It is however, the mutual understanding of all parties hereto that this Memorandum of Understanding (MOU) is of no force or affect whatsoever unless or until ratified and approved by minute action duly adopted by the City Council of the City of Monterey Park. The "date of implementation" shall be the date this MOU is approved by the City Council.

IN WITNESS HEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 17th day of September, 2025.

MONTEREY PARK POLICE CAPTAINS UNIT

By: _____
Bill Cuevas, Captain
Monterey Park Police Department

By: _____
Gustavo Jimenez, Captain
Monterey Park Police Department

CITY OF MONTEREY PARK

By: _____
Inez Alvarez, City Manager

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

APPROVED BY:

_____
Karl H. Berger, City Attorney

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

ADDENDUM A

City of Monterey Park
Police Captains' Unit

Effective July 5, 2025: increase monthly salary 2.0% COLA

Job Classification	Range	Minimum	Maximum
Police Captain	5	$17,121	$19,688

Effective July 4, 2026: increase monthly salary 3.0% COLA

Job Classification	Range	Minimum	Maximum
Police Captain	5	$17,634	$20,279

Effective July 3, 2027: increase monthly salary 3.0% COLA

Job Classification	Range	Minimum	Maximum
Police Captain	5	$18,163	$20,887

Doc ID: 5ce7d17a93f56a3c14cc4662df118edf73212d1c

Dropbox Sign

Audit trail

Title	MOU POA Captains
File name	file
Document ID	5ce7d17a93f56a3c14cc4662df118edf73212d1c
Audit trail date format	MM / DD / YYYY
Status	Signed

This document was requested from app.contractsafe.com

Document history

SENT	**09 / 30 / 2025** 16:28:09 UTC	Sent for signature to Karl Berger (kberger@bwslaw.com), Christine Tomikawa (ctomikawa@montereypark.ca.gov) and Inez Alvarez (ialvarez@montereypark.ca.gov) from hcho@montereypark.ca.gov IP: 63.200.234.130
VIEWED	**09 / 30 / 2025** 17:22:02 UTC	Viewed by Karl Berger (kberger@bwslaw.com) IP: 172.82.130.86
SIGNED	**09 / 30 / 2025** 17:22:35 UTC	Signed by Karl Berger (kberger@bwslaw.com) IP: 104.28.123.96
VIEWED	**09 / 30 / 2025** 18:51:41 UTC	Viewed by Christine Tomikawa (ctomikawa@montereypark.ca.gov) IP: 63.200.234.130
SIGNED	**09 / 30 / 2025** 18:51:59 UTC	Signed by Christine Tomikawa (ctomikawa@montereypark.ca.gov) IP: 63.200.234.130
	10 / 01 / 2025 19:19:16 UTC	Viewed by Inez Alvarez (ialvarez@montereypark.ca.gov) IP: 63.200.234.130

Dropbox Sign

Audit trail

Title	MOU POA Captains
File name	file
Document ID	5ce7d17a93f56a3c14cc4662df118edf73212d1c
Audit trail date format	MM / DD / YYYY
Status	Signed

This document was requested from app.contractsafe.com

Document history

VIEWED		
SIGNED	**10 / 01 / 2025** 19:20:10 UTC	Signed by Inez Alvarez (ialvarez@montereypark.ca.gov) IP: 63.200.234.130
COMPLETED	**10 / 01 / 2025** 19:20:10 UTC	The document has been completed.