

MEMORANDUM
of
UNDERSTANDING

between the

El Monte Police

Mid-Managers' Association

and the

City of El Monte

January 1, 2016 - December 31, 2017

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ARTICLE ONE – EMPLOYEE AND EMPLOYER RIGHTS

Section 1 - Recognition

A. Recognized Employee Organization – El Monte Police Mid-Managers' Association

The El Monte Police Mid-Managers' Association, (hereinafter referred to as "Association") is the recognized employee organization for all sworn mid-management employees employed in the Police Department of the City of El Monte (hereinafter referred to as "City"),

B. Classifications Represented

The El Monte Police Mid-Managers' Association is recognized as the exclusive employee organization to represent the classifications of Police Lieutenant and Police Captain, hereinafter collectively referred to as "unit employees".

Section 2 - Payroll Deductions

A. Association Dues and Deductions

During the term of this MOU and upon compliance with such rules and regulations pertaining thereto, Association dues and such other deductions as may be lawfully permitted and agreed to by the City and the Association shall be uniformly deducted semi-monthly from the salary of each unit employee who is a member of the Association.

B. Changes in Dues and Deductions

Any changes in said uniform dues or other deductions may be authorized in the following manner:

1. A letter shall be submitted to the Director of Human Resources listing the name of each affected unit employee.
2. Said letter shall explain the reason for the required change in deductions and the amount of the change to be levied.
3. Said letter shall contain the signature of the President.

C. Implementation of Changes in Deductions

Upon the receipt and verification of said letter, the Human Resources Department shall promptly implement such changes in deductions.

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D. Revocation of Payroll Deductions

This authorization for payroll deduction is revocable by an individual unit employee by a notice in writing submitted to the Human Resources Department with a copy to the Association.

E. Indemnification

The Association agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this section.

Section 3 - Nondiscrimination

A. Mutual Agreement Not to Discriminate

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any unit employee because of race, religious creed, color, sex, sexual orientation, age, physical handicap, national origin or ancestry.

B. Rights of the Unit Employee

The parties mutually recognize the rights of unit employee to join or participate in Association activities or refrain from joining or participating in union activities and self-representation pursuant to Government Code Section 3502.

Section 4 - Management Rights

All parties hereto recognize the City as having and retaining the exclusive right to manage and direct the performance of the City's services and work forces performing such services subject to the provisions of California Government Code Section 3500, *et seq.*

Section 5 - Maintenance of Existing Benefits

A. Remain in Full Force and Effect

All existing wages, hours and other terms and conditions of employment that are set forth or referenced in this MOU shall remain in full force and

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effect during the entire term of this agreement, unless changed by mutual written agreement of the parties.

B. Reopener on Issues Not Referenced in MOU

1. Effective only between January 1 and January 30 each calendar year, either party may reopen negotiations concerning any subject that is not set forth or referenced in the MOU.
2. A party may reopen negotiations by delivering a written notice to the Police Chief or the Association President, or in their absence, the Acting Police Chief or Association Vice President, respectively.
3. The notice shall contain the initial written proposal of the party that is reopening negotiations.
4. The parties will meet and confer in good faith for a period of sixty (60) calendar days following receipt of the initial written proposal.
5. If the negotiations do not result in a mutual agreement, each party may then exercise any of its lawful rights.

C. Limitations

If a party does not deliver to the proper designee of the other party its written notice of its intention to reopen negotiations, together with its initial proposal, by January 30, that party may not reopen negotiations or effect any changes to wages, hours and working conditions, without the written agreement of the other party, until the expiration of the MOU or until the next optional reopen period (January 1-30), whichever is sooner.

ARTICLE TWO - SALARIES AND COMPENSATION

Section 1 – Police Sworn Classification Salary Differentials

A. Established Salary Differentials

As limited by the salary matrix established as part of the City's overall compensation plan, the City agrees to establish and pay the following salary differentials between the following sworn police classifications:

Classification	Salary Differentials
Police Sergeant (top step salary) (base pay + 16% POST certificate pay) to Police Lieutenant	Police Lieutenant -- step to step, 20% or next step whichever is higher
Police Lieutenant to Police Captain	Police Captain – 15% or next step, whichever is higher

B. Deferred Salary Differentials

1. Effective February 2, 2010, each PMMA unit member deferred, and did not accrue, the salary differential (i.e. 1% salary increase) granted to them per Article Two – Salaries and Compensation Section 1 – Police Sworn Classification Salary Differentials.
2. Effective January 1, 2016, the salary differential (i.e. 1% salary increase) was reinstated for each PMMA unit member.

C. Credit for Reduction in Vacation Accrual Rate

In addition, effective July 1, 2001 and each year thereafter, the salary differential is increased by the current value of the reduced vacation accrual rate.

Section 2 – Salary Adjustments

A. Salary Adjustments – July 1, 2007

Effective July 1, 2007 all classifications in the unit shall receive a four percent (4%) salary adjustment above their standard classifications' current assigned salary range which was in effect in the Salary Matrix on June 30, 2007, which includes the nine percent (9%) salary adjustment effective February 1, 2007 in lieu of the nine percent (9%) deferred compensation paid by the City.

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B. Salary Adjustments – January 1, 2008

Effective January 1, 2008 all classifications in the unit shall receive a four and three quarters percent (4.75%) salary adjustment above their classifications' current assigned salary range which was in effect in the Salary Matrix on December 31, 2007. This salary adjustment includes 1.75% in recognition of the unit employees' contribution to the success of the City's IMPACT Program that includes Reporting Districts (RDs).

C. Salary Adjustments – July 1, 2008

Effective July 1, 2008 all classifications in the unit shall receive a four percent (4%) salary adjustment above their standard classifications' current assigned salary range which was in effect in the Salary Matrix on June 30, 2008.

D. Salary Adjustments – July 1, 2009

1. Effective July 1, 2009 all classifications in the unit shall receive a four percent (4%) salary adjustment above their standard classifications' current assigned salary range which was in effect in the Salary Matrix on June 30, 2009.
2. Effective July 1, 2009, each PMMA unit member deferred, and did not accrue, the four percent (4%) salary adjustment granted to them per Article Two – Salaries and Compensation Section 2 – Salary Adjustments – Section D Salary Adjustments - July 1, 2009.
3. Effective June 24, 2010, each PMMA unit member deferred, and did not accrue, the four percent (4%) salary adjustment granted to them per Article Two – Salaries and Compensation Section 2 – Salary Adjustments – Section D Salary Adjustments - July 1, 2009.
4. Effective January 1, 2016, the four percent (4%) salary adjustment granted to them per Article Two – Salaries and Compensation Section 2 – Salary Adjustments – Section D Salary Adjustments - July 1, 2009 was reinstated for each PMMA unit member.

E. Salary Adjustments – July 1, 2010

1. Effective July 1, 2010 all classifications in the unit shall receive a two percent (2%) salary adjustment above their standard classifications' current assigned salary range which was in effect in the Salary Matrix on June 30, 2010.

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2. Effective June 24, 2010, each PMMA unit member deferred, and did not accrue, the two percent (2%) salary adjustment granted to them per Article Two – Salaries and Compensation Section 2 – Salary Adjustments – Section E Salary Adjustments - July 1, 2010.
3. Effective January 1, 2016, the two percent (2%) salary adjustment granted to them per Article Two – Salaries and Compensation Section 2 – Salary Adjustments – Section E Salary Adjustments - July 1, 2010 was reinstated for each PMMA unit member.

F. Salary Adjustments – January 1, 2017

Effective January 1, 2017 all classifications in the unit shall receive a two percent (2%) salary adjustment above the standard classifications' current assigned salary range which was in effect in the Salary Matrix on December 31, 2016.

G. Salary Adjustments – July 1, 2017

Effective July 1, 2017 all classifications in the unit shall receive a two percent (2%) salary adjustment above the standard classifications' current assigned salary range which was in effect in the Salary Matrix on June 30, 2017.

Section 3 - Step Increases

A. Unit Employee Step Increases

Step 1: shall normally be the entry-level step for new Police Lieutenant and Police Captain hired from outside the City of El Monte.

Step 2: a unit employee should receive this step after the completion of six months of satisfactory service and receipt of "meets standards" performance rating in Step 1 in the same classification. This step should be considered as an incentive adjustment to encourage a unit employee to improve.

Step 3: should be considered the proper step for an ordinarily conscientious unit employee who has received a "meets standards" performance rating and has completed one (1) year of service at Step 2 in the same classification.

Step 4: should be considered the proper step for an ordinarily conscientious unit employee who has received a "meets standards"

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performance rating and has completed one (1) year of service in Step 3 in the same classification.

Step 5:

- a. should be considered the proper step for an ordinarily conscientious unit employee who has received a "meets standards" performance rating and has completed one (1) year of service in Step 4 in the same classification.
- b. Shall normally be the entry-level step for new Police Lieutenants promoted from within the City of El Monte.

Section 4 - Longevity Pay

A longevity pay plan based upon service time in regular employment with the City of El Monte shall provide the following additional compensation above the eligible unit employee's base salary as follows:

YEARS (MONTHS) OF SERVICE	LONGEVITY PAY
After five (5) years (60 Months)	\$ 75 per month
After ten (10) years (120 months)	\$ 100 per month
After fifteen (15) years (180 months)	\$ 125 per month
After twenty (20) years (240 months)	\$ 150 per month

Section 5 - Acting Pay

A. Eligibility

Each unit member who, by assignment of his/her supervisor via a Personnel Action Form, performs the duties of a position with a higher salary classification than that in which he/she is regularly employed, shall receive the compensation specified for the position to which he/she is thus assigned if he/she performs the duties thereof for a period of forty (40) or more consecutive work hours.

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B. Compensation

1. Said increase compensation to be at such a step within the higher classification as will accord such unit member an increase of at least five percent (5%) over his/her current regular compensation.
2. Acting pay shall be at forty (40) consecutive work hours and shall be retroactive to the first hour of the acting assignment.
3. In no event may a unit employee receive more than a base salary increase of fifteen percent (15%) while serving in acting capacity.

Section 6 - POST Management Certificate Pay

- A. Effective January 1, 2016, eligible unit employees who possess a POST Management Certificate shall receive three hundred and fifty dollars (\$350) per month.
- B. Members are not eligible to possess a POST Management Certificate until after two (2) years in the Lieutenant classification.

Section 7 – Special Assignment Pay

- A. All unit members may be eligible to receive periodic Special Assignment Pay for events that they are required to work, outside of their assigned normal work schedule that meet the following criteria for this pay:
 1. The event must last a minimum of five (5) hours, but could require more than five (5) hours worked in total; and
 2. The event must not be a part of the employee's regular assigned work schedule; and
 3. The event is such that it requires the presence of a management level staff member who possesses the operational authority and decision making ability to serve as an Incident Commander, the event is a pre-planned event, critical event, cover Watch Commander, or special operation; (qualifying events would NOT be the result of a special grant in which the City receives funding to pay for staffing; e.g. JAG or OTS). Examples of qualifying events are: Gang Sweeps, special large community events, natural disasters, civil unrest, Officer-involved shootings, terrorism events, search warrant service requiring management level supervision, fireworks enforcement, and Watch Commander; and

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4. The event is not a regular event that is a normal expectation of the employee's position/classification; e.g. writing reports, or serving as Sergeant-At-Arms at City Council meetings; and
 5. The assignment cannot put the employee in the position of working over the amount of continuous hours that would exceed Department policy and safety standards; and
 6. These assignments cannot be on a regular, consistent basis that they would be considered as a component of regular compensation.
- B. Assignments not listed as examples are left to the sole discretion of the Chief of Police.
- C. Unit employees who perform a qualified special assignment shall be paid a flat rate of five hundred dollars (\$500) per occurrence.
- D. Assignments under this provision are not considered as "Reportable Compensation" to CalPERS.

Section 8 – Translator Pay

A. Speaking Another Language – Determined by the City

Eligible unit employees who are certified by the City and appointed by Police Chief to speak (basic conversational skill) another language (other languages include but not limited to Spanish, Chinese and Vietnamese) determined by the City other than English shall receive fifty dollars (\$50) per month for use of this language in the performance of their job.

B. Speaking, Reading and Writing Another Language as Determined by the City

Eligible unit employees, who are certified by the City and appointed by the Police Chief to speak, read and write in another language (other languages include but not limited to Spanish, Chinese and Vietnamese) other than English shall receive one hundred dollars (\$100) per month for the use of this language in the performance of their job.

C. Limit on the Number of Translator Assignments

1. The total number of translator assignments pays shall not exceed 20% of the sworn management employees in the Police Department, except as set forth in C2 below.

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2. Additional Translator assignments can be approved by the Police Chief, if sufficient funds are available in the Police Department budget to cover the increased costs.
3. The Police Chief shall determine the number of translator assignments per language and selection by seniority and the minimum number of translator assignments, if qualified.

Section 9 – Disaster Overtime Pay

A. Exempt from Overtime

It is understood and agreed that unit members are exempt from the overtime provisions of the Federal Fair Labor Standards Act.

B. Exception – Disaster Overtime

However, the City agrees the Police Lieutenants and Police Captains will be paid an overtime rate equal to one- and one-half times (1.5) their hourly rate for any work or travel time beyond their normal work shift in the event that a disaster is formally declared by the Federal, State or County governments.

C. Mutual Aid – Declared Disaster

Likewise, Captains and Lieutenants will be paid the same overtime rate for any work or travel time beyond a normal shift if they are sent to other jurisdictions within California as part of any intrastate mutual aid situation during a formally declared disaster.

D. Emergency Management Assistance Compact (EMAC)

Additionally, unit employees will be paid at the above stated overtime rate for work or travel time beyond a normal work shift if they are sent to another state under the EMAC.

E. Federal or State Grants

1. Unit members will be paid at the above stated overtime rate for work or travel time beyond a normal work shift if they are assigned to work in a management capacity on a work detail under a State or Federal grant that includes funding reimbursement for the work detail.
2. Payment to the unit member will be at a rate of reimbursement as

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stated in the Grant Agreement. If the Grant Agreement reimburses for straight time, unit members will only be compensated at straight time. If the Grant provisions reimburse for work performed at overtime rate (1½ times the hourly pay rate), the unit member will be paid at the overtime rate.

Section 10 – Direct Deposit of Payroll Checks

A new unit member must sign up for direct deposit for all their payroll checks.

Section 11 – Work Schedule

A. 4/10 Work Schedule

Unit employees, not assigned to the Patrol Division, are assigned to work the 4/10 schedule.

B. Other Work Schedules

1. Patrol Lieutenants work a modified schedule as determined by the Police Chief.
2. Other work schedules may be assigned to unit employees by the Police Chief or designee.

Section 12 – Car Allowance

A unit employee who is designated by the Police Chief to regularly use his or her personal vehicle for City business shall receive a non-PERSable car allowance of four hundred dollars (\$400) per month.

Section 13 – Shooting Pay

A. Compensation

The City shall pay to each unit employee "Shooting Pay" of one percent (1%) above the unit employee's base salary, provided:

1. The unit employee successfully qualified (duty weapon and shotgun) during each quarterly qualification period from the preceding year; and

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2. The unit employee had no preventable accidental firearm discharges during the preceding year.

B. Qualifications - Limitations

1. A unit employee who fails to qualify within any one or more of the quarterly qualification periods (as required by Department policy) shall be ineligible for "Shooting Pay" for the next calendar year.
2. A unit employee who does not shoot during a quarterly shooting qualification period will maintain his/her eligibility for Shooting Pay for the next calendar year, provided the employee:
 - a. Was on administrative leave;
 - b. Assigned to a work or training location that was outside of Los Angeles County;
 - c. Could not shoot due to injury or serious illness;
 - d. Could not shoot due to range closure; or
 - e. Due to other legitimate circumstance as approved by Police Management.

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ARTICLE THREE - FRINGE BENEFITS

Section 1 - Monthly Benefit Allotment

A. Health Insurance – Active Employees

The City shall pay 100% of the cost of the second lowest Los Angeles Area (Los Angeles, San Bernardino, and Ventura County) Region family plan offered by CalPERS towards the cost of monthly medical insurance for each unit employee and their enrolled dependents. For example: Currently, the second lowest L.A. Area Region family plan is United Health Care (2016 cost = \$1,280 per month).

B. Unused Portion of Benefit Allotment

1. If the unit employee does not use the full benefit allotment of medical benefits, the remainder will be paid monthly to the unit employee as taxable cash.
2. If a unit employee can provide to the Human Resources Department proof of insurance elsewhere (such as through a spouse), then the unit employee may totally drop medical insurance and take the full rate as described in this Section as taxable cash.

Section 2 – Health Insurance – Retirees and dependents

A. Medical Benefits – PERS Medical Plans

It is the intention of the City to provide basic medical benefits through the PERS' medical plans and Medicare to honorable retirees and their spouses for life and to eligible dependents.

B. Medical Benefits for Employees Who Retired on or before July 1, 2000

The practice in effect prior to July 1, 2000 will be maintained for unit employees who retired before July 1, 2000.

C. Medical Insurance Benefits – Employees Who Retired After July 1, 2000

The following medical insurance benefits are provided for unit employees who retire after July 1, 2000:

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- 1. Honorable Retiree Defined:** For purposes of this section, an honorable retiree is defined as followed:
- a. A unit employee who receives a nonindustrial disability retirement annuity from PERS and has a minimum of ten (10) years of continuous service as a regular employee of the City of El Monte; or
 - b. A unit employee who receives a nonindustrial disability retirement annuity from PERS and has a minimum of ten (10) years of continuous service as a sworn police officer; or
 - c. A unit employee who receives an industrial disability retirement annuity from PERS; or
 - d. A unit employee who is at least age fifty (50), receives a service retirement annuity from PERS and has ten (10) years of continuous service as a regular employee of the City of El Monte; or
 - e. A unit employee, who is at least age fifty (50), receives a service retirement annuity from PERS and has ten (10) years of continuous service as a sworn police officer.

2. Eligibility

For purposes of this section, the spouse or dependent child of an honorable employee is defined as follows:

- a. The spouse or dependent child of a unit employee, who, after July 1, 2000, retires from active employment and has completed twenty five (25) years of continuous service as a regular employee of the City of El Monte; or
- b. The spouse or dependent child of a unit employee, who, after July 1, 2000, retires from active employment and has completed twenty five (25) years of continuous service as a sworn police officer; and
- c. The spouse or dependent child of a unit employee who after July 1, 2005 retires and receives an industrial disability pension annuity; or
- d. The spouse or dependent child of a unit employee who retires after July 1, 2005, possesses less than then (10) years of service with the City of El Monte, receives an industrial disability

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pension annuity and has a life pension from the Workers' Compensation Appeals Board; or

- e. The spouse or dependent child of a unit employee who retires with ten (10) or more years of service with the City of El Monte and receives a disability pension annuity; or
- f. The spouse or dependent child of a unit employee who retires after July 1, 2005, possesses less than ten (10) years of service with the City of El Monte, receives an industrial disability pension annuity and for whom the primary cause of the industrial disability was an officer-involved shooting, violent physical event, significant traffic collision or similar jarring physical or psychological incident.
- g. Limitations: For the purpose of this subsection 2D, above, the intention of the parties is to limit lifetime spouse and dependent child medical coverage for industrially disabled retirees with less than ten (10) years of City service to those whose disabling injury is serious or chronic and impairs major life activities as defined in the Americans with Disabilities Act (ADA) and is directly the result of a traumatic or jarring event arising from their duties and responsibilities as a sworn law enforcement officer.

3. Dependent Child

For purposes of this section a dependent child is defined as: The unmarried, natural or legally adopted child of a deceased or honorably retired unit member from birth to age 19 (or to age 23, if enrolled as a full-time student) or a disabled child regardless of age who is dependent upon the surviving spouse for total support.

4. Reimburse Honorable Retirees

- a. The City will reimburse honorable retirees, their spouses and eligible dependents at the prevailing Kaiser rate (single, two-party or three-party) offered through PERS medical plans.
- b. The City shall pay the PERS Los Angeles County Kaiser rate for retirees, their spouses and dependents, if eligible.
- c. Those retirees, spouses and dependents who live outside the PERS Kaiser Los Angeles County area shall receive reimbursement up to the PERS Kaiser rate for "Other Southern California Counties".

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- d. Upon reaching the age of Medicare eligibility, the honorable retiree and that person's spouse must apply for Medicare.
- e. If they are ineligible for Medicare Part A or Part B at no expense, the City will pay for such coverage.
- f. The City will also pay the prevailing Kaiser Medicare Supplementary rate.

5. Active Employee Dies; Surviving Spouse and Dependent Children

- a. If an active, regular unit member dies or if a unit member, who is receiving a disability retirement, dies the City will pay medical insurance costs at the prevailing Kaiser rate for the surviving spouse and dependent children.
- b. If a unit employee retires with less than ten (10) years of continuous service as a City of El Monte employee with an industrial disability annuity but without a life pension as defined in subsection 2D above, the City shall only reimburse the surviving spouse or dependent children at the prevailing Kaiser one-party rate.

6. If No Contract with PERS Exists

- a. If for any reason the City no longer contracts with PERS for retiree medical benefits, the City will offer a comparable health plan to honorable retirees, their spouses and dependent children at employee group rates that do not decrease the level of coverage.
- b. In the event there is a dispute about which plan is comparable, the City and the Association will meet and confer on that subject.

7. If Medical Plan is More Costly than Kaiser

If an eligible retiree or spouse selects a medical plan more costly than that offered by Kaiser, he/she will pay the difference between the new plan and the Kaiser plan.

8. Proof of PERS and Medicare Premiums

- a. Each year the City may require proof of PERS medical premiums and Medicare costs from retiree or spouse.

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- b. Any benefits granted under this provision stop when the honorable retiree and qualifying spouse die and there are no longer any dependent children.

9. Basic Medical Benefit Structure

- a. The basic benefit structure of the City's medical insurance plans shall not be reduced during the term of this agreement.
- b. The City reserves the right to increase benefits if it so desires.
- c. New benefit plan deductions may be made by the Association by providing advance written notice to the City to ensure there are no tax issues or unreasonable administrative constraints and no new administrative costs to the City.

D. Medical Insurance Benefits – Employees Hired After July 1, 2012

Any new full time employee hired on or after July 1, 2012, upon retirement, will be eligible to purchase medical benefits at CalPERS plan rates and will receive a Retiree Medical Subsidy equal to the CalPERS required minimum contribution as per the Public Employees' Medical and Hospital Care Act (PEMHCA). This is for Regular Service Retirement and not an Industrial Disability Retirement.

Section 3 - Uniform Allowance

A. Payment

1. A uniform allowance of one thousand two hundred fifty dollars (\$1250) per calendar year shall be paid to each unit employee who is required to maintain a uniform.
2. All of said sum shall be used for the purchase and cleaning of official uniforms.
3. The sum payable shall be paid in two (2) installments, each installment to be made at a time determined by the City Manager, which time shall be at or prior to July and December of each calendar year.
4. In the case of a unit employee who has worked less than six (6) months at the time such an installment is payable, the installment shall

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be prorated on the ratio that the number of months worked by such unit employee bears to six (6) months.

B. Limitations

1. Also, any unit employee who terminates prior to the date an installment is payable shall not be entitled to any prorated portion of said installment.
2. A unit employee who terminates shall refund to the City any uniform installment not fully used.
3. The amount of the refund shall be prorated based on the number of months worked.

Section 4 - Retirement

A. California Public Employees' Retirement System (CalPERS)

1. The City provides retirement coverage through the California Public Employees' Retirement System (CalPERS).
2. "Classic" members are defined as:
 - a. Employees hired on or before December 31, 2012; or
 - b. Employees hired on or after January 1, 2013 who are not defined as "new" members.
3. "New" members are defined under the Public Employees' Pension Reform Act of 2013 (PEPRA) (Government Code 7522.20(a)) as:
 - a. An employee who becomes a member of CalPERS for the first time on or after January 1, 2013, and who either (a) was not a member of any other public retirement system prior to that date; or (b) was a member of a public retirement system other than CalPERS prior to that date, but is not eligible for reciprocity; or
 - b. An employee who was previously an active member in CalPERS through any employer other than the City and who has a break in service of more than six (6) months.

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B. Employee CalPERS Contribution – 9%

1. The unit employee contribution is nine percent (9%) of base salary.
2. The City shall contribute this nine percent (9%) as the unit employee's contribution for deposit in the unit employee's CalPERS account.

C. Additional Retirement Benefit – Classic Members

1. "3% at 50" formula as adopted by the City based on the nine percent (9%) employee contribution rate. (G.C. 21362.2)
2. Fourth Level 1959 Survivors Benefit as adopted by the City. (G. C. 21574)
3. Fifty Percent (50%) Widow's\Widower's Continuance Benefit as adopted by the City. (G.C. 21263)
4. Highest One Year compensation as the period for determining retirement benefits. (G. C. 20042)
5. Conversion of Unused sick leave toward service credit. (G.C.20965)
6. Post Retirement Survivor's Benefit for continuation of benefits after remarriage. (G. C. 21635)
7. Four Percent (4%) Retirement Cost of Living Allowance Maximum. (G. C. 21335)
8. For unit employees the City of El Monte elects to pay nine percent of the normal unit employee contributions as employer paid member contributions (EPMC) and report same to CalPERS as compensation. (G.C. 20636 [C][4]).
9. Pre-Retirement Optional Settlement 2 Death Benefit. (G.C. 21548)
10. Military Service Credit as Public Service. (G.C. 20946)
11. Two years' additional service credit. (G. C. 20903)
12. The City may offer participation in the Retirement Transition Plan (RTP). An example copy of the Plan is set forth in Appendix "A."

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D. Additional Retirement Benefits - New Members

1. All new members will be subject to the following Retirement Formula and Calculations:
 - a. The California Public Employees' Pension Reform Act of 2013 (PEPRA) mandates a "2.75% at 57" formula plan.
 - b. Calculations are based upon a three (3) year average.
 - c. There is a pensionable compensation cap on annual salary used to calculate final compensation.
2. Fourth Level 1959 Survivors Benefit as adopted by the City. (G. C. 21574)
3. Fifty Percent (50%) Widow's\Widower's Continuance Benefit as adopted by the City. (G.C. 21263)
4. Conversion of Unused sick leave toward service credit. (G.C.20965)
5. Post Retirement Survivor's Benefit for continuation of benefits after remarriage. (G. C. 21635)
6. Four Percent (4%) Retirement Cost of Living Allowance Maximum. (G. C. 21335)
7. For unit employees the City of El Monte elects to pay four and one half percent (4.5%) of the nine percent (9%) employee contributions as employer paid member contributions (EPMC) and report same to CalPERS as compensation. (G.C. 20636 [C][4]).
8. Pre-Retirement Optional Settlement 2 Death Benefit. (G.C. 21548)
9. Military Service Credit as Public Service. (G.C. 20946)
10. Two years' additional service credit. (G. C. 20903)
11. The City may offer participation in the Retirement Transition Plan (RTP). An example copy of the Plan is set forth in Appendix "A."

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Section 5 - Deferred Compensation

A. CalPERS Deferred Compensation Plan

All unit employees may join the Deferred Compensation Plan offered by the California Public Employees' Retirement System (CalPERS).

B. Limitations

1. The amounts contributed to the Plan are subject to the statutory limits outlined in the Codes of the United States Internal Revenue Service.
2. All unit employees may still participate in other City deferred compensation plans in addition to the Plan offered by the California Public Employees' Retirement System (CalPERS).

C. City's 9% Contribution Ceases – Converted to Salary Adjustment

Effective February 1, 2007, the City and the Association agreed that the City will cease contributing nine percent (9%) of base salary and longevity to employee's deferred compensation accounts and, in lieu thereof, provide a nine percent (9%) across the board salary adjustment to all represented classifications.

Section 6 – Dental Insurance

A. City Contribution

The City shall pay the monthly family premium for dental insurance coverage for unit employees and their eligible dependents.

B. Proof of Other Dental Insurance Coverage

If the unit employee can provide to the Human Resources Office proof of dental insurance elsewhere (such as a spouse), then the unit employee may drop the City dental insurance plan and receive up to thirty five dollars (\$35) each month in taxable cash.

Section 7 – Vision Insurance

A. City Contribution

The City shall pay the monthly family premium rate for vision insurance for unit employees and their eligible dependents. If the unit employee does

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not use the full City premium (employee and his/her dependents) for vision benefit coverage, the remainder premium amount will not be paid to the unit employee.

Section 8 – Life Insurance

A. Eligibility

All unit employees are eligible to participate in the Group Term Life Insurance Plan for the City of El Monte.

B. Employee's Premiums

All premiums for the Group Life Insurance plan shall be paid in full by each participating unit employee.

Section 9 - Long Term Disability

A. City Contribution

The City shall pay up to twelve dollars and eighty-eight (\$12.88) per month towards the cost of long-term disability insurance or the rate for the Standard Long Term disability insurance (whichever is higher) per month towards of the long term disability insurance premium.

Section 10 - IRS Section 125c Benefits

A. Eligibility

1. Unit employees are eligible for benefits payable under IRS Section 125c.
2. As outlined in the IRS Code, unit employees may submit certain out of pocket expenses (such as unreimbursed medical expenses and child care expenses) to the Section 125c Administrator appointed by the City.

B. Permissible Deductions

If such out of pocket expenses meet the requirements of the IRS Code, these benefit expenses shall be deducted from the unit employee's gross pay as reported to the IRS thereby lowering the unit employee's total tax liability during the calendar year.

ARTICLE THREE

Section 11 – New Benefits

If during the term of this MOU, the City amends its MOU with the El Monte Police Officers' Association (EMPOA) to provide new benefits to unit employees of the EMPOA, the City will review same new benefits in good faith and consider granting same or similar benefits to unit employees of the El Monte Police Mid-Managers' Association.

ARTICLE FOUR - LEAVE POLICIES

Section 1 - Holidays

A. Holiday Hours

Holidays shall be established at the rate of ten (10) hours for each holiday that occurs during the year to a maximum of one hundred and ten (110) hours per year, beginning each calendar year. The holidays are as follows:

- New Year's Day; January 1
- Martin Luther King Jr. Day; Third Monday in January
- Presidents' Day; Third Monday in February
- Memorial Day; Last Monday in May
- Independence Day; July 4
- Labor Day; First Monday in September
- Veterans Day; November 11
- Thanksgivings Day; Fourth Thursday in November
- Day before Christmas Day; December 24
- Christmas Day; December 25
- Day before New Year's Day; December 31

B. Holiday Bank

1. Beginning in January of each year, a holiday bank shall be established for each unit employee at the rate of ten (10) hours for each holiday, which occurs during the year to a maximum of one hundred and ten (110) hours per year beginning each calendar year.
2. On or about January 20 of each calendar year thereafter, each unit employee will receive a cash payment for all remaining time in the holiday bank at straight time on the base rate.
3. There shall be no carryover of banked holiday hours from one calendar year to another.

C. Terminating Employees Unused Holiday Pay

1. Employees who leave City employment shall be paid a pro-rata amount of unused holiday pay.
2. The terminating employee shall be paid all unused holiday pay equivalent to the number of holidays that occur between January 1 and the date of the employee's termination.

ARTICLE FOUR

3. For example, if an employee resigns effective July 1 and has not been paid holiday pay at all during that calendar year, he or she will be paid a total of forty (40) hours of holiday pay for New Year's Day, Martin Luther King Jr. Day, Presidents' Day and Memorial Day.
4. If, however, the terminating employee used more holiday hours than have occurred between January 1 and the termination date, the amount of over usage shall be deducted from his or her accrued leave balances or final pay.

D. Holiday on Scheduled Work Day

1. Whenever a holiday occurs on a scheduled work day and the unit employee does not work, holiday banked hours must be used.
2. If a unit employee has exhausted his or her banked holiday hours and a holiday occurs, he or she must use accrued leave in order to be paid on that day.
3. Vacation leave shall be the first used.
4. If the unit employee has no vacation leave, other types of accrued leave may be used.
5. However, the unit employee may not use sick leave to be paid for a holiday.
6. If a unit employee has exhausted all accrued leave balances on a holiday, he or she will not be paid on that day.

E. Compensation

1. Any unit employee, who is previously approved by Police Management to work on a holiday or who is assigned to a classification that regularly works on a holiday shall be compensated for any and all such hours actually worked at the rate of one and one half (1.5) times the employee's base salary rate, commonly referred to as "time and one-half".
2. For example, if a unit employee works ten (10) hours, he or she will be paid a total of fifteen (15) hours for the day -- ten (10) hours of regular pay and an additional five (5) hours of pay.
3. The additional pay referred to in this paragraph must be paid in salary.
4. For the purpose of this paragraph, the phrase "regularly works" means work that recurs at fixed and uniform intervals.

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- 5. For the purpose of this paragraph, the phrase "regularly works on a holiday" means work that regularly starts after 12:01 a.m. on the day of the holiday.

Section 2 – Vacation

A. Vacation Accrual Rate – Reduced July 1, 2001

Effective July 1, 2001 and each year thereafter, the City and the Association agreed to reduce the vacation accrual rate for each unit employee by eighty (80) hours. In exchange, effective July 1, 2001, the City agrees to grant an equivalent increase in base salary of Police Lieutenants and Police Captains. Therefore the new vacation accrual rates as of July 1, 2001 are as follows:

YEAR/MONTHS EMPLOYED	VACATION MINUTES EARNED PER WORK HOUR, effective 7/1/00	YEARLY MAXIMUM EARNINGS IN HOURS, effective 7/1/00
0-2 (0 – 24 months)	0 minutes	0 hours
3-9 (25 – 108 months)	1.15 minutes	40 hours
10 (109 – 120 months)	1.38 minutes	48 hours
11 (121 – 132 months)	1.62 minutes	56 hours
12 (133 – 144 months)	1.85 minutes	64 hours
13 (145 – 156 months)	2.08 minutes	72 hours
14 (157 months or more)	2.31 minutes	80 hours

B. Vacation Accrual Limits

Any new full-time employee hired on or before July 1, 2012, will be allowed to accrue a maximum of three hundred and sixty (360) hours of vacation leave. If an employee's accrued but unused vacation leave exceeds three hundred and sixty (360) hours, the employee will be paid for the hours in excess of this limit on the following pay period.

C. Annual Vacation Leave

The purpose of annual vacation leave is to enable each regular employee annually to return to work mentally refreshed

ARTICLE FOUR

Section 3 – Sick Leave

A. Sick Leave Accrual Rate

Sick leave shall be accumulated at the rate of ten (10) hours for each calendar month of service.

B. Use of Sick Leave

1. Sick leave shall not be considered as a privilege, which a unit employee may use at that person's discretion but shall be allowed only in case of actual sickness or disability of the unit employee or within the immediate family.
2. Sick leave in the case of the death of a member of the immediate family of a unit employee shall be granted only by and at the discretion of the department head of such unit employee.

C. Notification Requirement

1. In order to receive compensation while absent on sick leave, the unit employee shall notify the immediate supervisor prior to or within four (4) hours after the beginning of that person's assigned shift or as may be specified by the Chief of Police.
2. Unit employees absent from duty due to illness or injury in excess of three (3) consecutive work days may be required to furnish a statement from their physician upon returning to work.
3. Nothing in this section precludes a supervisor, with cause, from requiring a physician's statement if three (3) or less sick days are taken.

D. Limitations

1. All unit employees shall be entitled to sick leave privileges except a unit employee with less than six (6) months service with the City.
2. However, sick leave credits for such time shall be granted to each such unit employee who remains employed after six (6) months of service.

E. Retirement Payoff Of Sick Leave

1. Upon retirement from City service, a unit employee will be paid, at the rate of pay in effect upon retirement, for one-half (50%) of all unused accumulated sick leave.

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2. Any remainder shall be converted to service credit in accordance with California Government Code Section 20965.

Section 4 - Personal Business Leave

A. Up to 50 Hours Payoff

1. Effective July 1, 2003, unit employees will be allowed to use up to fifty (50) hours per year for the purpose of conducting personal business, which must be performed during normal business hours.
2. All leave time shall be charged to employee's accrued sick leave.

B. Approval in Advance

Such requests for sick leave for personal business leave must be approved in advance by the Chief of Police.

Section 5 - Administrative Leave

A. Eligibility

Each unit employee shall be eligible for eighty (80) hours of administrative leave time each calendar year.

B. Non- Accumulative

No unused administrative leave can be carried over to the next succeeding calendar years and shall be forfeited.

C. New Unit Employees

The administrative leave benefit for new unit employees shall be prorated during the first year of hire or promotion.

Section 6 - Leave of Absence Without Pay

A. Not a Break in Employment

1. Leave of absence without pay granted by the City Council shall not be construed as a break in employment, and rights accrued at the time the leave is granted shall be retained by the unit employee; however, vacation credit, sick leave credit, medical insurance contributions, and

ARTICLE FOUR

other fringe benefits shall not accrue to a person during a leave of absence without pay.

2. A unit employee reinstated after a leave of absence without pay shall receive the same step in the salary range the unit employee received when the leave of absence without pay was granted.

B. Limitations

Time spent on such leave without pay shall not count toward service for increases within the salary range, and the unit employee's salary anniversary date shall be set forward one month for each thirty (30) consecutive calendar days taken.

C. Use of Accrued Leave

1. In accordance with the City's past practice, upon approval by the appointing authority of an unpaid leave of absence, a unit employee shall be allowed to utilize one day of sick time (if employee or immediate family member is sick) or vacation time in each month of unpaid absence and the City will cover the cost of medical and other benefits during that month, just as if the unit employee were in a full paid status during that month.
2. A unit employee shall be allowed to use sick leave only if a doctor's report of continuing disability is on file in the Human Resources Office.
3. This procedure shall be at the unit employee's option for the first four months of approved unpaid leave of absence and at the City's option thereafter.

Section 7 – Maternity Leave

Maternity Leave shall be granted in accordance with Government Code Section 12945(b)(2), as amended. As currently written, state law requires the City to provide up to four (4) months leave of absence for pregnancies, childbirth or related medical conditions upon medical certification of a pregnant employee's inability to continue working (i.e., disability). Maternity leave as defined in this section is in addition to the leave requirements of the Family Medical leave policy as outlined in the following section.

ARTICLE FOUR

Section 8 - Family Care and Medical Leave

A. Statement of Policy

In accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) the City of El Monte will provide family and medical care leave for eligible employees, as defined.

B. Definitions

1. 12-Month Period - means a rolling twelve (12)-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. Child - means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. A unit employee's child is one for whom the unit employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or stepchild.
3. Serious health condition - means an illness, injury impairment, or physical or mental condition that involves:
 - a. Any period of incapacity or treatment in connection with or in consequent to a hospital, hospice or residential medical care facility; or
 - b. Any period of incapacity requiring absence from work of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
 - c. Continuing treatment of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or
 - d. Prenatal care by a health provider.

ARTICLE FOUR

4. Continuing Treatments means:

- a. Two or more visits to a health care provider;
or
- b. Two or more treatments by a health care practitioner (e.g. physical therapist) on referral from, or under the direction of a health care provider; or
- c. A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g. medication therapy).

C. **Reasons for Leave** - Leave is only permitted for the following reasons:

1. The birth of a child or to care for a newborn of a unit employee;
2. The placement of a child with a unit employee in connection with the adoption or foster care of the child;
3. Leave to care for a child, parent, or a spouse who has a serious health condition; or
4. Leave because of the serious health condition that makes the unit employee unable to perform the functions of his/her position.

D. **Unit Employees Eligible for Leave**

A unit employee is eligible for leave if the unit employee has been employed for at least six (6) calendar months.

E. **Amount of Leave**

1. Eligible unit employees are entitled to a total of four hundred eighty (480) hours of leave in any twelve (12) month period.
2. A unit employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

ARTICLE FOUR

F. Unit employee Benefits While on Leave

1. Leave under this policy is unpaid.
2. While on leave, unit employees will continue to be covered by the City of El Monte's group health insurance to the same extent that coverage is provided while the unit employee is on the job.
3. Unit employees may make the appropriate contributions for continued coverage under the preceding benefit plans by payroll deductions or direct payments made to these plans.
4. Unit employee contribution rates are subject to any change in rates that occurs while the unit employee is on leave.

G. Substitution of Paid Accrued Leaves

1. If a unit employee requests leave for any reason permitted under this policy, he/she must exhaust all accrued leaves (except sick leave) in connection with the leave.
2. The exhaustion of accrued leave will run concurrently with the leave under this policy.
3. If a unit employee requests leave for his/her own serious health condition, in addition to exhausting accrued leave, the unit employee must also exhaust sick leave.

H. Medical Verification

1. Unit employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care.
2. If the leave is requested because of the unit employee's own serious health condition, the certification must include a statement that the unit employee is unable to perform the essential functions of his/her position.

I. City May Require Medical Opinion

1. If the City of El Monte has reason to doubt the validity of a certification, the City may require a medical opinion of a second health care provider chosen by the City.

ARTICLE FOUR

2. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee.
3. The opinion of the third provider will be binding.

J. Intermittent Leave Requests

1. If a unit employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition the unit employee must provide medical certification that such leave is medically necessary.
2. "Medically necessary" means there must be a medical need for the leave and that the leave can be best accomplished through an intermittent or reduced leave schedule.

K. Unit Employee Notice of Leave

1. Although the City of El Monte recognizes that emergencies arise which may require unit employees to request immediate leave, unit employees are required to give as much notice as possible of their need for leave.
2. If leave is foreseeable, at least 30 days notice is required.
3. In addition, if a unit employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the unit employee shall inform his/her supervisor as soon as possible that such leave will be needed.
4. If the City determines that a unit employee's notice is inadequate or the unit employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion adequately cover the position with a substitute.

L. Reinstatement Upon Return from Leave

Upon expiration of leave, a unit employee is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent position.

M. Fitness Findings

1. As a condition of restoration of a unit employee whose leave was due to the employee's own serious health condition, which made the unit employee unable to perform his/her job, the unit employee must obtain

ARTICLE FOUR

and present a fitness-for-duty certification from the health care provider that the employee is able to work.

2. Failure to provide such certification will result in denial of restoration.

N. Applicable Forms

Unit employees must fill out the applicable forms in connection with leave under this policy.

ARTICLE FIVE – GRIEVANCE PROCEDURE

Section 1 - Definitions

A. Grievance Defined

A grievance is defined as any dispute concerning the interpretation or application of a specific provision of this agreement dealing with wages, hours, and other terms and conditions of employment, the Personnel Rules and Regulations, or departmental rules and regulations governing personnel practices or working conditions which adversely affect permanent unit employees covered by this MOU.

B. Impasse Is Not A Grievance.

An impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance.

Section 2 - Responsibilities and Rights

A. Limitations

1. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided by the City Personnel Rules and Regulations or Municipal Code.
2. Section 2.72.140 of the Municipal Code shall apply in matters of demotion, dismissal, and reduction in pay.

B. No Loss to Process Grievance

No unit employee shall lose the right to process a grievance because of management-imposed limitations in scheduling meetings.

C. Review Grievances Informally With Supervisor

1. The unit employee has the responsibility to discuss the grievance informally and verbally with the appropriate supervisor.
2. The immediate supervisor will, upon request of a unit employee, discuss the grievance at a mutually satisfactory time.
3. The unit employee may be represented by an attorney or by a representative of the exclusive bargaining agent in the informal discussion with the appropriate supervisor in all formal levels of review.

ARTICLE FIVE

D. Time Limits Extended By Mutual Agreement

1. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement.
2. The unit employee and management may waive one or more levels of review from this grievance procedure again, by mutual agreement.

Section 3 - Procedure

The grievance procedure for permanent unit employees covered by this MOU shall be as follows:

Step One - First Level of Review- Immediate Management Supervisor

- a. The unit employee shall discuss the grievance with the immediate management supervisor on an informal basis in an effort to resolve the grievance.
- b. The grievance shall be considered waived if not so presented to the immediate management supervisor within thirty (30) calendar days following the day when the event upon which the grievance is based occurred.
- c. Said thirty (30) calendar days may be waived by mutual consent of the parties involved.
- d. The immediate management supervisor may require that the unit employee submit the grievance in writing. Similar grievances submitted by more than one unit employee may be consolidated by management into one or more separate grievances.
- e. The immediate management supervisor shall respond within five (5) calendar days following the meeting with the unit employee.
- f. Failure of the immediate management supervisor to respond within such time limit shall entitle the unit employee to process the grievance at the next step.

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Step Two - Second Level of Review – Chief of Police

- a. If the grievance is not settled at Step One, the unit employee may serve written notice of the grievance on a form provided by management to the Chief of Police within fifteen (15) calendar days of receipt of the grievance response at Step One.
- b. Failure of the unit employee to serve such written notice shall constitute a waiver of the grievance.
- c. If such written notice is served, the department head shall meet with the unit employee and a written decision or statement of the facts and issues shall be rendered to the unit employee and that person's representative, if any, within fifteen (15) calendar days from the date of service.
- d. Failure of management to respond within such a time limit shall entitle the unit employee to process the grievance at the next level of review.

Step Three - Third Level of Review – City Manager

- a. If the grievance is not settled at Step Two, the unit employee may serve written notice of the grievance on said form upon the City Manager within seven (7) calendar days following receipt of the grievance response at Step Two.
- b. Failure of the unit employee to serve such notice shall constitute a waiver of the grievance.
- c. If such notice is served, the grievance shall be heard by the City Manager or that person's designee within fifteen (15) calendar days.
- d. The City Manager or designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the unit employee and representative, if any, a written decision within thirty (30) calendar days from the date said arguments were submitted.

Step Four - Appeal Hearing – Hearing Officer

Discipline shall be heard by a Hearing Officer as outlined in City of El Monte Municipal Code Section 2.72.140(G) (Appeal for Safety Employees), as amended.

ARTICLE SIX - WORKING CONDITIONS

Section 1 - Discipline

Unit employees subject to discipline shall be afforded the same appeal process as is afforded to safety employees.

Section 2 - Probationary Period

A. Twelve (12) Months – New Hires

1. Effective July 1, 2003, new City employees shall serve a probationary period of twelve (12) months.
2. Probationary employees serve at the pleasure of the Chief of Police and do not have the right to appeal their termination.

B. Six (6) Months – Promotions

1. City employees who promote into positions covered by this agreement shall continue to serve a probationary period of six (6) months.
2. Promoted employees who fail their probation shall return to the former classification, if available.

ARTICLE SEVEN

ARTICLE SEVEN – GENERAL PROVISIONS

Section 1 - Term of Memorandum of Understanding

This MOU shall be effective January 1, 2016, except as otherwise provided herein, and together with all the terms, conditions and effects thereof, shall expire on midnight on December 31, 2017.

Section 2 - Emergency Waiver

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by the City, the non-economic provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergencies. After the emergency is over, the El Monte Police Mid-Managers' Association shall have the right to meet with the City regarding the impact on employees of this suspension of these provisions in this Memorandum of Understanding.

Section 3 - Severability Provision

Should any article, section, subsection, subdivision, sentence, clause, phrase or provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the City and the Union agree to meet and confer in good faith to determine an alternative equivalent article, section, subsection, subdivision, sentence, clause, phrase or provision.

Section 4 - Personnel System Rules/City Policies

The parties agree that all conditions of employment, as they pertain to unit employees covered by this MOU, subject to meet and confer provided by the Personnel System Rules, Ordinances, Resolutions, Departmental Rules and Regulations or Policy Statements in effect prior to the date of this MOU, unless specifically provided to the contrary in this MOU, shall remain in force and effect during the term of this MOU. Any conflicts with the City's Personnel Systems Rules, Ordinances, Resolutions, Departmental Rules and Regulations or Policy Statements shall be considered to have been superseded by this MOU.

ARTICLE SEVEN

Section 5 – Full Agreement and Implementation

A. Full – Waiver of Meet and Confer

1. This MOU contains all of the covenants, stipulations and provisions, agreed upon by the parties.
2. Therefore, during the term of this agreement, except as provided herein, all other compensation and benefits not modified in this agreement shall remain in full force and effect.
3. For the purposes of the MOU neither party shall be compelled to meet and confer with the other concerning any issues, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except as set forth in this MOU or by mutual agreement of the parties.
4. Each party acknowledges that it had full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU except as specifically as set forth in this MOU.

ARTICLE EIGHT - RATIFICATION

Section 1 - Acknowledgement

The City and the El Monte Police Mid-Managers' Association acknowledge that this Memorandum of Understanding shall not be in force and effect until ratified by simple majority vote of unit employees who are in classifications represented by the El Monte Police Mid-Managers' Association set forth in this agreement and adopted by the City Council of the City of El Monte.

Section 2 - Mutual Recommendation – Approval of the MOU

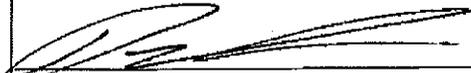
This agreement constitutes a mutual recommendation of this new MOU by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted and implemented accepting its provisions and effecting the changes enumerated herein relating to wages, hours, benefits and other terms and conditions of employment for unit employees represented by the El Monte Police Mid-Managers' Association.

Section 3 - Ratification

Subject to the foregoing, this Memorandum of Understanding is hereby ratified and agreed to be recommended for approval by the authorized representatives of the City of El Monte and the El Monte Police Mid-Managers' Association, entered into this December 1, 2016.

ARTICLE NINE

ARTICLE NINE - IMPLEMENTATION

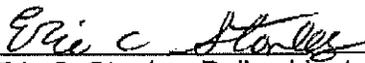
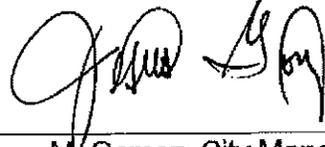
PARTIES TO THE AGREEMENT	
EL MONTE POLICE MID-MANAGERS' ASSOCIATION 	CITY OF EL MONTE, CALIFORNIA 
Eric C. Stanley Police Lieutenant	Jesus M. Gomez City Manager
	
Richard Cassetta Police Lieutenant	Ernestine Jones Director of Finance

ARTICLE NINE

EXECUTION OF THE NEW AGREEMENT

This MOU has been approved by a vote of the City Council of the City of El Monte. Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

In witness whereof, the parties hereto have cause this agreement to be executed this day of

El Monte Police Mid-Managers' Association	City of El Monte, California
 Eric C. Stanley, Police Lieutenant	 Jesus M. Gomez, City Manager



CITY OF EL MONTE
Retirement Transition Plan

EXAMPLE ONLY

I. PURPOSE: To provide guidelines for the Retirement Transition Plan (RTP), which includes: criteria for eligibility, general terms of the program, and process for adoption of contract.

II. PROGRAM OUTLINE: Long tenured employees are a benefit to the organization. With their extensive amount of agency knowledge, and the technical training they possess, retention of these individuals is vital to the organization's success. Considering many of the City's staff are reaching or are currently eligible for retirement, transitional planning is necessary to ensure organizational stability. With that in mind, the City has established the following incentive program for individuals who provide the City advance notice of their retirement.

In summary, through the program current City employees will be given the opportunity to retire and then be rehired under contract to carry out their same duties for a maximum of 12 months. Through this arrangement the City will ensure minimal disruption in service and be able to adequately train a replacement.

The RTP can be offered because it provides a fiscal advantage to not only the retiree but also the City. For the City, initial savings are realized in that the City is no longer required to pay certain fixed costs. For the retiree, in addition to income received through the employment contract, individuals will be eligible to concurrently collect their service retirement from the Public Employees Retirement System (PERS).

The program currently has no end date, however, it will only be offered as long as it results in a savings to the City and is allowable under PERS law.

III. ELIGIBILITY: The following criteria will be used to determine if an employee can take advantage of the RTP.

- Must be at least 50 years of age for safety employees and 55 years of age for miscellaneous employees.
- Should possess a specialized skill or assignment crucial to the ongoing mission of the City.
- Have initiated a CalPERS regular service retirement.
- For budgetary purposes and organizational planning, employees must have a scheduled retirement date and all contracts must be initiated between March and June, except for fiscal year 2006/07.

IV. CONDITIONS OF CONTRACT:

- Prior to offering a contract, the City will evaluate pre and post contract compensation to ensure contract would be fiscally beneficial to the City.
- Individuals will be contracted and compensated at the equivalent hourly rate they received at the time of retirement. Rate will be calculated using the employee's base rate of pay, Base pay as herein defined *does not* include any kind of ancillary pay such as shooting pay, longevity pay, assignment incentives and education pay.
- Contracts will be limited to 960 hours in a fiscal year and the term will not exceed more than one calendar year,
- A provision will be included to provide equal notice of cancellation by either party.
- Individuals will serve in an at-will capacity.
- Individuals will be ineligible for any health and welfare benefits provided by the City. Individuals will be solely entitled to health benefits as provided to their represented group's retirees at the time of retirement, if any.
- Workers' compensation, along with state and federally mandated coverage, will be provided. Individuals will not be entitled to other benefits provided under their position's bargaining groups or contract.
- Individuals will not receive or have access to any accruals of leave (e.g., vacation, sick leave, administrative leave or holiday pay).
- Individuals will be responsible for tracking their hours relative to the PERS 960 hour restriction per G.C. Section 21224.
- Contracts will not be executed without prior authorization from PERS.

V. ADOPTION PROCEDURE: Upon determination of eligibility as outlined above, the following steps should be followed:

- Department Heads will evaluate whether there is a need for participation in the Program with their departments.
- If the Department Head identifies such a need, a request will be sent to the City Manager for approval.
- Upon approval of City Manager, the Department Head will meet with the employee on the specifics of the contract including date of retirement.
- City to submit contract to PERS for concurrence.
- City and Employee will execute contract.

EXAMPLE ONLY

APPENDIX "A"

Due to numerous steps and PERS' required authorization, Department Heads should allot a minimum of two months to execute an RTP agreement.

City Manager

Date

EXAMPLE ONLY

EMPLOYMENT AGREEMENT

This employment agreement is effective as of DATE between the City of El Monte ("Employer") and NAME ("Retired Annuitant")

1. The Retired Annuitant served as the Employer's JOB TITLE. Employer desires to ensure continued services of Retired Annuitant in order to retain his/her experience, abilities and knowledge until such time as a suitable replacement can be found, and trained and is therefore agreeing to continue engaging his/her services as JOB TITLE under the terms and conditions set forth below:
2. Retired Annuitant desires to continue in the employ of Employer and is willing to do so under the terms and conditions set forth below.
3. Retired Annuitant understands that the position of JOB TITLE is at-will and exempt from the overtime provisions of the Fair Labor Standards Act and therefore no overtime is due or payable as part of this AGREEMENT.

THEREFORE, in consideration of the above recitals and of mutual promises and conditions in this AGREEMENT, it is agreed as follows:

4. **TERM OF EMPLOYMENT.** Subject to earlier termination as provided for in this AGREEMENT, Retired Annuitant shall be employed for a term beginning DATE, and ending on DATE.
5. **DUTIES AND AUTHORITY.** Employer shall employ Retired Annuitant as a JOB TITLE as outlined in the attached job description.
6. **REASONABLE TIME AND EFFORT.** During his/her employment, Retired Annuitant shall devote such time, interest and effort to the performance of this AGREEMENT as is necessary. However, absent a mandated schedule, Retired Annuitant shall be expected to devote at least forty hours weekly to the performance of these described duties. In no event shall Retired Annuitant work more than 960 hours in each fiscal year (July 1 – June 30) of this AGREEMENT.
7. **WAGES.** During the term of this AGREEMENT, Employer agrees to pay Retired Annuitant the equivalent of the hourly rate of JOB TITLE, excluding any ancillary pay, such as longevity pay, education incentive pay or shooting pay, currently \$XX.XX, payable in bi-monthly installments subject to all applicable withholdings and deductions.
8. **ADDITIONAL BENEFITS.** Except as provided for above, or as required by state and federal law, during the employment term, Retired Annuitant shall not be entitled to receive

EXAMPLE ONLY

APPENDIX "A"

other benefits of employment generally available to Employer's other employees.

- 9. **TERMINATION OF AGREEMENT.** Employer may terminate Retired Annuitant's employment during the term of this AGREEMENT, on provision to Retired Annuitant of thirty (30) days written notice of such action.
- 10. **TERMINATION OR RESIGNATION.** Retired Annuitant may terminate this AGREEMENT by giving Employer thirty (30) days written notice of such action. Unless otherwise agreed to by the parties, termination of employment by resignation shall result in no post-resignation compensation being paid to Retired Annuitant.
- 11. **EXTENSIONS.** This AGREEMENT may be extended or modified in writing by Retired Annuitant and City Manager provided that any extension beyond the initial term obtains PERS approval.

Executed on this ##th day of _____ in the City of El Monte, Los Angeles County.

Signatures:

 Jesus M. Gomez, City Manager
 for the City of El Monte

 Retired Annuitant

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