

RESOLUTION NO. 6976

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING, RATIFYING, AND ORDERING IMPLEMENTATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PICO RIVERA AND THE SERVICE EMPLOYEES INTERNATIONAL UNION – PART-TIME MEMBERS FOR A TERM FROM JULY 1, 2017 THROUGH JUNE 30, 2020

WHEREAS, the City has met its obligation to meet and confer pursuant to the Meyers-Millias-Brown Act (California Code Sections 3500-3511) and the City of Pico Rivera Employer-Employee Relations Resolution;

WHEREAS, the current Memorandum of Understanding (MOU) between the City of Pico Rivera (City) and the Part-Time employees in the represented job classifications who are represented by Service Employees International Union 721 (SEIU 721 Part-time) expired on June 30, 2017;

WHEREAS, the City and the Part-Time employees represented by the Service Employees International Union 721 (SEIU 721 Part-time) have reached agreement; and

WHEREAS, the City and SEIU 721 represented Part-time employees have memorialized all current negotiated items in a written Memorandum of Understanding, attached hereto (Exhibit A).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pico Rivera as follows:

SECTION 1. MEMORANDUM OF UNDERSTANDING. The Memorandum of Understanding between the Part-Time employees represented by the Service Employees International Union 721 and the City of Pico Rivera is attached hereto as Exhibit A, and by reference made a part hereof.

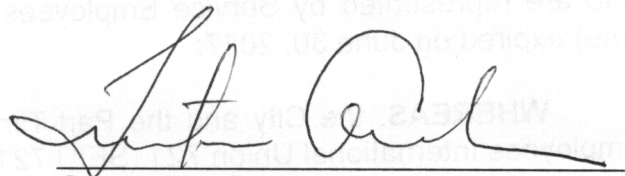
SECTION 2. PART-TIME EMPLOYEES REPRESENTED BY SEIU 721 JOB CLASSIFICATIONS. Appendix A to the Memorandum of Understanding reflects the part-time job classifications represented by Service Employees International Union 721.

SECTION 3. SALARY SCHEDULE. Appendix B to the Memorandum of Understanding reflects the salary schedule for all job classifications covered by this Memorandum of Understanding and represented by the Service Employees International Union 721 which will be effective the first full payroll period commencing on or after July 1, 2018 as outlined in Article 5, Hourly Wages and Compensation of the MOU and which incorporates all negotiated wage adjustments as well as those wage adjustments required by the State of California's minimum wage law, Senate Bill 3 (Leno, Chapter 4, Statutes of 2016).

SECTION 4. ALL RESOLUTIONS, POLICIES, PROCEDURES, AND SIDE-LETTERS IN CONFLICT. The MOU repeals and supersedes in all respects any and all terms and provisions of all prior memorandums of understanding between the City and SEIU 721 represented part-time employees, except to the extent that any term or provision of this MOU expressly provides otherwise.

SECTION 5. The City Clerk shall attest and certify to the passage and adoption of this resolution, and it shall become effective immediately upon this approval.

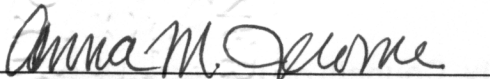

PASSED, APPROVED, AND ADOPTED this 26th day of June, 2018.



Gustavo V. Camacho, Mayor

ATTEST:

APPROVED AS TO FORM:


Anna M. Jerome, City Clerk
Arnold M. Alvarez-Glasman, City Attorney

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho
NOES: None
ABSENT: None
ABSTAIN: None



To: Mayor and City Council

From: Acting City Manager/Director of Public Works

Meeting Date: June 26, 2018

Subject: APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PICO RIVERA AND PART-TIME EMPLOYEES REPRESENTED BY THE SERVICE EMPLOYEES INTERNATIONAL UNION 721 FOR A THREE YEAR TERM, JULY 1, 2017 THROUGH JUNE 30, 2020

Recommendation:

1. Adopt a resolution approving a Memorandum of Understanding (MOU) between the City of Pico Rivera and the Part-time employees represented by the Service Employees International Union 721 (SEIU 721 Part-time) for a three-year period (July 1, 2017 – June 30, 2020);
2. Approve the schedule designating the job classifications belonging to the Service Employees International Union 721 – Part-time Unit; and
3. Approve the salary schedule effective for the period of July 1, 2017 through June 30, 2020 for the job classifications belonging to the Service Employees International Union 721 – Part-time members and incorporating State of California Minimum Wage Adjustments through 2020.

Fiscal Impact:

The "Discussion" section of this agenda report lists negotiated items updated in the successor Memorandum of Understanding (MOU) should the City Council approve it. Some of the negotiated items have associated costs. Those items having a direct fiscal impact to the City during the term of the MOU (Exhibit A of Enclosure 1) are described below.

Wages

The updated MOU includes a one-time, off-salary schedule stipend of \$500 to all current unit members that serves as retroactive compensation for the period of time since the expiration of the previous MOU (i.e., June 30, 2017). This updated MOU also includes seven percent (7.0%) annual cost of living adjustments (COLA) which would be effective the first full pay period commencing on or after July 1 of 2018 and 2019. The estimated three year cost of this 14.0% salary increase and one-time stipend would be

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 26, 2018
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RIVERA AND PART-TIME EMPLOYEES REPRESENTED BY THE SERVICE
EMPLOYEES INTERNATIONAL UNION 721 FOR A THREE YEAR TERM, JULY 1,
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approximately \$493,000. This costing is based on an estimated number of part-time employees making assumptions for the number of hours worked by employees in the represented part-time classifications.

It shall be noted that the proposed wage increases will bring part-time employees earning less than the fifteen dollars (\$15.00) per hour (the State mandated minimum wage as of January 1, 2022) closer to that minimum wage. This hourly wage increase to the State minimum of \$15.00/hour applies to the majority of the City's part-time employees.

Discussion:

Management began meeting with the part-time employees represented by SEIU 721 in late June 2017 in order to discuss a successor MOU to the current one which expired June 30, 2017. Management, the SEIU 721 Part-time employees, and their SEIU 721 representatives met to negotiate new MOU terms over the course of nine (9) months, resulting in the terms included in the MOU attached herein (Exhibit A).

The SEIU 721 negotiator, local representative, and members of the part-time bargaining team were provided the updated MOU to review. Approval of the updates was received by SEIU 721's lead negotiator on June 4, 2018, indicating that the updated MOU was put to a vote of eligible membership and approved by a majority of members as of June 20, 2018.

The list of new terms agreed upon between management and the SEIU 721 Part-time group for the proposed MOU are listed below:

1. **Term** – Three (3) Years (July 1, 2017 through June 30, 2020)
2. **Wages** – Cost of Living Adjustment ("COLA")
 - a. \$500 one-time, off-schedule stipend provided upon ratification of the MOU
 - b. 7% COLA effective first full pay period in July 2018
 - c. 7% COLA effective first full pay period in July 2019
3. **Annual Review**
 - a. All performance evaluations shall be completed on an annual basis, according to the employees date of hire/promotion date
 - b. Any performance evaluation that is late shall be considered proficient and employees shall be eligible for any merit increase
 - c. Employees shall be granted merit increases retroactive to their anniversary dates

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4. Safety Items

- a. Increase safety boot allowance for eligible employees to \$200/year
- b. Establish a Joint Labor-Management safety committee

5. Additional Items

- a. Merge two separate part-time MOUs into one comprehensive MOU
- b. Updated MOU language to reflect recent changes in hourly work hours impacted by the Affordable Care Act (ACA)
- c. Add “agency shop” language to MOU
- d. Update salary schedules to reflect State of California minimum wage changes effective during the term of the MOU (through June 30, 2020)

Upon approval of the updated MOU, staff will implement the salary adjustments and all other terms contained in the MOU.



James Enriquez

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- Enclosures:
- 1) Resolution approving a Memorandum of Understanding between the City of Pico Rivera and the Service Employees International Unit 721 Part-Time members for the period of July 1, 2017 through June 30, 2020 (plus Exhibit A)
 - 2) Classification of Represented Employees
 - 3) Salary schedule for employees represented by the SEIU 721 Part-time unit for the period of July 1, 2017 through June 30, 2020



MEMORANDUM OF UNDERSTANDING

Between

CITY OF PICO RIVERA

And

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 721 –PART-TIME UNIT**

July 1, 2017 through June 30, 2020

ARTICLE 1 PREAMBLE

This Memorandum of Understanding is made and entered into between the representatives of the City of Pico Rivera, hereinafter referred to as "City" and Service Employees International Union, Local 721, hereinafter referred to as "Union", pursuant to the California Government Code Section 3500, et. seq. This Memorandum of Understanding (MOU) supersedes all prior Memorandum of Understanding(s) for the Hourly Bargaining Unit and the Parks and Recreation Hourly Bargaining Unit. It is understood and agreed upon that all at-will, part-time employees serving in the classifications listed in Appendix A will be covered by one consolidated Memorandum of Understanding and will now be known as the "Part-Time Bargaining Unit."

This MOU will be effective July 1, 2017 through June 30, 2020.

Unless otherwise provided for herein, the following terms and conditions of employment, including adjustments to wages and benefits shall be effective upon final approval by the City Council and ratification by the bargaining unit employees.

ARTICLE 2 PRIOR AND EXISTING CONDITIONS

Except as herein modified, there shall be no changes in wages, hours or working conditions as a result of entering into this Memorandum of Understanding, and all rights, privileges, benefits, terms and conditions of employment, as of the date of this Memorandum of Understanding, which are not specifically set forth, shall remain in force, unchanged and unaffected during the term of this agreement, unless changed by mutual consent. It is understood and agreed that for the term of this agreement neither party shall be compelled to negotiate with the other concerning any negotiable issue except by mutual agreement by the parties or as otherwise provided in this agreement.

ARTICLE 3 RECOGNITION

The City hereby formally recognizes Service Employees International Union, Local 721, as the exclusive representative of the at-will part-time hourly employees serving in the classifications listed in Appendix A. The City agrees to meet and confer with the Union on all matters relating to the scope of representation pertaining to said employees as authorized by law, except as limited by this agreement.

ARTICLE 4 NON-DISCRIMINATION CLAUSE

The parties agree that there shall be no discrimination against any applicant or employee based upon race, religion, sex (including gender, gender identity, gender expression, and pregnancy), national origin, ancestry, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), union activity, political activity, or any other legally protected classification.

ARTICLE 5 HOURLY WAGES / COMPENSATION

The parties agree that all part-time employees covered by this agreement (see classifications listed in Appendix A) shall have their compensation adjusted as determined below:

YEAR 1:

Effective the first full pay period after City Council adoption and bargaining unit ratification of this Memorandum of Understanding (MOU), all active hourly employees serving in classifications listed in Appendix A will receive a one-time, off-salary schedule stipend payment of five-hundred dollars (\$500).

YEAR 2:

Effective the first full pay period occurring on or after July 1, 2018, hourly wages for employees covered by the classifications listed in Appendix A shall be increased by seven percent (7%).

YEAR 3:

Effective the first full pay period occurring on or after July 1, 2019, hourly wages for employees covered by the classifications listed in Appendix A shall be increased by seven percent (7%).

The City will also adjust the wage schedule to reflect the California State minimum wage adjustments occurring on January 1, 2018, January 1, 2019, and January 1, 2020.

The wage schedule in effect for the term of this MOU is included as Appendix B.

ARTICLE 6 CLASSIFICATION SYSTEM

The employees number of hours worked during a fiscal year (July 1 — June 30) will be reviewed for grouping at the end of that fiscal year. Employees will be assigned to the appropriate grouping based on those hours worked. Group designations will be effective on July of the subsequent fiscal year. A new employee will not be officially designated to a group until the end of the fiscal year. Transferred and/or promoted employees shall remain in their respective class or placed in a class with higher hours worked per fiscal year from the time of their appointment to the close of the fiscal year.

The Classification system of bargaining unit employees is as follows:

Group A: 0-1,000 hours worked per fiscal year
Regularly scheduled up to twenty (20) hours per week

Group B: 1,001-1,560 hours worked per fiscal year
Regularly scheduled twenty-one to thirty (21-30) hours per week

Group C: 1,561+, hours worked per fiscal year
Regularly scheduled thirty-one hours or more (31) hours per week

Management shall designate to which group an employee is assigned and reserves the right to schedule employees as necessary.

ARTICLE 7 HEALTH BENEFITS

For all employees covered by this agreement (Appendix A), the City shall pay thirty percent (30%) of the medical premiums for the employee only for Group A and B employees.

The City shall pay one hundred percent (100%) of health premiums for the employee only for Group C employees.

The City shall pay one hundred percent (100%) of health premiums for Rosa Aguilar, who was grandfathered in to her current health benefits by prior agreements.

The City shall provide a life insurance benefit of one-hundred thousand dollars (\$100,000) per Group C employee and for Rosa Aguilar, who was grandfathered in to her current benefits by prior agreements.

ARTICLE 9 HOLIDAYS

The City agrees to designate the following as paid holidays for all represented part-time hourly workers with the exception of classifications listed in Appendix A with an asterisk (*)

- New Year's Day
- Memorial Day
- Independence Day (Not considered a holiday for classifications listed in Appendix A with an asterisk (*).
- Christmas Day
- Thanksgiving Day
- Labor Day

Employees, under the classifications listed in Appendix A with an asterisk (*) that would have been scheduled to work on the day of the week in which the holiday landed will receive the equivalent of their regularly scheduled hours for the holiday, with the exception of Independence Day. Independence Day is not considered a holiday for classifications listed in Appendix A with an asterisk (*). If an employee works the paid holiday, the employee shall be paid time and one half.

Employees in the classifications listed in Appendix A without an asterisk (*), will receive holiday pay regardless if they were scheduled to work the day of the week the holiday lands.

ARTICLE 10 ANNUAL LEAVE

The City shall provide an annual bank of leave time to employees in the classifications listed in Appendix A. Leave time shall accrue at the rate of six (6) minutes per hour worked.

Employees covered by this MOU shall be entitled to accrue leave time beginning their first day of work with the City and shall be entitled to use the leave time immediately upon accrual.

All employees covered by this MOU shall be able to cash-out accrued leave time at their regular hourly rate as described by the process outlined in Article 15 of this MOU.

ARTICLE 11 GENERAL BEREAVEMENT

A three (3) day bereavement leave shall be granted to employees for a death in the immediate family and is based on the number of hours an employee would have been regularly scheduled to work on the day of the week that the leave is requested.

The immediate family shall be defined as: Parent; step-parent; mother/father-in-law; spouse; son/daughter; stepson/stepdaughter; son/daughter-in-law; brother/sister; brother/sister-in-law; grandparent; grandchild; step-grandchild; court appointed or other verifiable guardian. Bereavement leave shall not be charged to employees' bank of leave time.

A notice of death may be required. The employee may be requested to submit a written document specifying which immediate family member has passed away within five (5) working days of request. Employee cannot exceed twenty-eight (28) hours combined with bereavement, leave time, and regularly worked hours in a work week.

ARTICLE 12 REQUEST FOR TIME OFF

Employees represented by this MOU (Appendix A) may request unpaid or paid time off. If the employee has no available paid leave time, the request can be denied or the employee can request to have leave with no pay. Each Department will keep and monitor the vacation schedule of its employees. Each employee shall request leave time in writing in advance of the time desired. Such request will be signed by the employee and must be approved by the employee's supervisor and/or Department Director to be valid. The Department Director or his/her designee will determine the leave schedule with due regard for the wishes of the employee and the needs of the Department and the ability of remaining employees to perform the work. However, if more requests are received for the same period at the same time, then seniority may be used in granting the request.

All bargaining unit employees must complete a leave slip or substitution form. All requests shall be submitted to the employee's supervisor no later than five (5) business days prior to the first day that is being requested. Time off requests are considered on a first come, first serve basis. The supervisor and/or Department Director will approve or deny the request. When employee(s) are on leave, it is the responsibility of management to find appropriate coverage.

Time-off approved between Thanksgiving, Christmas, and during summer and El Rancho Unified School District's school vacations are subject to City's availability to staff all recreational programs.

ARTICLE 13 ABSENTEEISM AND TARDINESS

In the event that staff is unable to attend work or will be at work late due to illness or emergencies, it is the staff member's responsibility to:

- Contact and advise your supervisor of the situation no less than two (2) hours prior to their scheduled shift.
- A supervisor may also request that the employee provide a verifiable excuse upon the employees return to work after three days of consecutive absenteeism.

ARTICLE 14 SICK LEAVE

Employees covered by this Memorandum of Understanding (Appendix A) will receive twenty-four (24) hours of Paid Sick Leave.

An employee may use paid sick leave for the following reasons:

- The employee or a family member for the diagnosis, care or treatment of an existing health condition or preventive care.
- Specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

Paid sick leave will not be approved for any other reasoning than those listed above. If an employee does not have sick leave time available, leave without pay will be used.

ARTICLE 15 OPTION TO CASH OUT LEAVE HOURS

An employee may opt to cash out any accrued leave time, annually, that exceeds one hundred (100) hours. This cash-out shall be done during the first full pay period in June of each year. If a cash out is elected, a minimum balance of one hundred (100) hours must remain on the books.

Leave time may be accumulated to a maximum of three hundred twenty (320) hours for employees in Appendix A that do not have an asterisk. For employees in Appendix A with an asterisk, there shall be no accumulation cap.

Emergency Cash-Out

At the request of the eligible employee, emergency payouts may be approved throughout the year without the minimum balance requirement. Employees must submit the request in writing to the City Manager describing the emergency.

An emergency is defined as follows:

- A severe financial hardship;
- Event was unforeseeable (including but not limited to: illness, accident or casualty);
- Event was incurred by employee, spouse or dependent; and
- Employee has no other means to cover costs.

The City Manager's decision is final.

ARTICLE 16 LONGEVITY BONUS

The City agrees that employees covered by this MOU and hired prior to July 1, 2013 shall receive a longevity bonus of one thousand dollars (\$1,000) paid the first full pay period in July. Employees hired on or after July 1, 2013 shall receive a longevity bonus paid the first full pay period in July in an amount not to exceed one thousand dollars (\$1,000) based on years of service on the following schedule:

▪ After 5 Years	\$300
▪ After 10 Years	\$600
▪ After 15 Years	\$1,000

ARTICLE 17 VETERANS CREDITS

The City agrees that a Veterans Credit of ten (10) points will be added to a candidate's passing score in an open-competitive exam if the candidate is a veteran who has served in the Armed Forces of the United States. A veteran must have been separated from active duty in the Armed Forces with an honorable or general discharge. As defined in 5 U.S.C. 2101(2). "Armed Forces" means the Army, Navy, Air Force, Marine Corps and Coast Guard. Proof of eligibility must be presented at the time of initial application for the open competitive recruitment. Veteran's credits are for the purpose of assisting the veteran in obtaining employment. Therefore, once hired, the veteran's credit may not be used for subsequent applications.

ARTICLE 18 PROMOTIONAL OPPORTUNITIES

For employees hired before July 1 2018, an existing hourly bargaining unit employee who does not now have a high school diploma/GED may compete for full time promotional opportunities that require a high school diploma/GED as a minimum requirement. If the employee is appointed to the position, the employee cannot advance in salary farther than five percent (5%) beyond his/her current salary or the "A step/Beginning of the Salary Range" of the new full-time position whichever is greater, without obtaining a high school diploma/GED.

City agrees to offer in-house training on interviewing skills and resume writing as requested by an employee and staff availability. This does not constitute a promotion or imply eligibility for a promotion.

The Union and City agree to form a labor-management committee to address safety, recruitment and other issues of mutual interest. This committee will meet on an as-needed basis. See Article 22 for additional information.

Seniority shall be determined based on lifetime hours worked for the City. Seniority shall prevail in promotional opportunities when skills and abilities are the same.

An employee may request and be granted a transfer to the same position in a different Department as long as the following criteria are met:

- A vacant part-time position is available.
- Both Department Directors agree to and approve the transfer.
- The employee possesses the minimum qualifications for the position.
- The City Manager approves the transfer.

ARTICLE 19 LAY-OFF PROVISIONS

City and Union agree that any employees represented by this MOU who may be affected by lay-offs, will be laid off by seniority in position.

A layoff may result from the City's need to decrease the workforce due to a financial crisis. The City and Union agree to meet and confer regarding the impact to the bargaining unit employees should the need for lay-offs be deemed necessary.

Employees on layoff shall be offered re-employment within one (1) year in inverse order of layoff and no unit position shall be filled by new hires until all qualified employees laid off in the same classification shall be offered and refuse re-employment. Notification under this section to employees shall be by registered mail. An employee's failure to respond by registered mail and/or personal email or by signed statement personally delivered to the City Manager or his or her designee within ten (10) business days from the date of the employer's notice shall be deemed a rejection of an offer of re-employment. The employer then has no further obligation to the laid off employee.

An employee, who is laid off, will have bumping rights to a previously held position.

ARTICLE 20 MANDATORY DRUG TESTING

City and Union agree that all new hires be required to participate in mandatory drug testing as part of the employee eligibility process.

ARTICLE 21 UNIFORMS

For those employees represented by this MOU (Appendix A), who are required to wear a City uniform, the City shall pay the costs associated with the provision of uniforms. It is the right of the City to determine what constitutes a required uniform. It is understood that where the City provides a uniform, said uniform must be worn while on duty. For those items of protective clothing worn but not provided by the City, no logos/insignias of athletic teams, commercial products or companies may be worn. The design and color of such clothing must not interfere with free ease of movement, shall not present a safety hazard and must be worn, in the case of jackets and/or tee shirts, with an orange City-furnished safety vest *as* the outer layer visible to all. City-paid time shall not be used for purchase of uniform equipment.

Employees with a classification with an asterisk (*) may request up to three (3) new or lightly used uniform shirts (polo and/or t-shirts) in any twelve (12) month period. Replacement of uniform shirts will be provided upon proof of the uniform shirt being torn, ragged, faded or permanently stained. It is understood that where the City provides a uniform shirt, said uniform shirt must be worn while on duty. It is the employee's responsibility to ensure that their uniform shirts are presentable for work. Additional uniform shirts may be provided, subject to management's discretion. Nothing herein shall prohibit a unit member from purchasing a uniform shirt at his or her own cost.

PROTECTIVE HEADGEAR

The City shall make protective headgear available to unit employees who work outdoors. Bargaining unit employees must wear the City issued headgear while outdoors and no others hats will be permitted.

City-issued headgear will be replaced at City expense as needed when headgear show signs of wear and tear and are returned. Employees who lose City-issued headgear will be required to pay the cost of replacement

PROTECTIVE FOOT WEAR ALLOWANCE

The City agrees to provide protective footwear to Maintenance Aide personnel covered by this MOU. Maintenance Aides shall receive no more than two (2) pairs of footwear within a

twelve (12) month period Determination of eligibility for protective footwear and/or replacement shall be made by the Department Director in accordance with this Article.

The footwear purchased must comply with safety standards in conformance with CAL-OSHA regulations for personal protective footwear and be appropriate for use in field operations.

The maximum amount payable by the City for a single pair of protective foot wear is two hundred dollars (\$200) per pair.

Any employee issued protective footwear shall wear such shoes at all times during work hours. Employees not issued protective footwear shall be expected to wear shoes at all times during working hours that is appropriate to the working environment, as determined by the Department Director.

ARTICLE 22 JOINT LABOR-MANAGEMENT COMMITTEE

City and Union will establish a Part-Time Unit Joint Labor-Management Committee.

ARTICLE 23 SAFETY COMMITTEE

The City and Union agree to the addition of a designated Part-Time Hourly employee to the City's Safety Committee. Said designee's participation in the Safety Committee will not be charged against the Union's bank of hours.

ARTICLE 24 TERMINATION NOTIFICATION

The City agrees to notify and discuss a termination with the Union representative prior to the proposed termination of any bargaining unit employee, unless the immediate safety of fellow employees or any other member of the public is threatened or in imminent danger. It is at this time that the employee has the opportunity to explain to the City Manager or his/her designee the circumstance leading to the proposed termination. The City Manager shall provide his/her response in writing within ten working days of the meeting. The City Manager's decision is final.

ARTICLE 25 PERFORMANCE REVIEWS

The City agrees that any represented employee whose performance evaluation is more than sixty (60) days past due is deemed to have performed in a satisfactory manner and the employee will be entitled to receive any and all negotiated contract benefits retroactive to the date when the evaluation was due.

For employees listed in Appendix A without an asterisk (*) the City agrees that at the time of regular performance evaluations (six months after start date and annually on the employee's job anniversary date thereafter), if performance is rated as satisfactory or above, represented employees will receive five percent (5%) merit increases until they reach the top of the pay range for that classification (see Appendix B). Employees whose performance evaluations are rated

above average or excellent will receive up to a six percent (6%) merit increase, not to exceed the top of the range as listed in Appendix B.

For employees in classifications listed in Appendix A with an asterisk (*), the City and Union agree that bargaining unit employees shall receive annual performance reviews based on hire date. Based upon satisfactory performance, merit increases of four percent (4%) shall be granted. Employees in classifications listed in Appendix A with an asterisk (*) who receive an above average or excellent rating on their performance review shall receive a six percent (6%) merit increase. Pay increases shall not exceed the top of the range of the classification (Appendix B).

ARTICLE 26 UNION BUSINESS

Bank of Hours

City agrees to maintain a bank of hours available for hourly bargaining unit activity at seventy (70) hours per year. Those items charged to the bank of hours shall be routine Union business including union sponsored training, meetings and fact finding.

Union business not charged to the Bank of Hours shall be tracked for time spent in these activities: MOU negotiations and Meet and Confer meetings.

Union Stewards

The City and Union agree that the part-time hourly bargaining unit may have up to five stewards for said bargaining unit.

ARTICLE 27 OVERTIME

At the time overtime is earned and by taking into account the stated preference of the employee to receive pay or compensatory time off, the Department Director will be responsible for departmental/operational needs and will have sole discretion in permitting compensatory time in place of overtime.

After accommodating full-time employees, reasonable efforts shall be made in distributing overtime equitably among qualified part-time employees of an office, operational unit or work group with consideration given to City need and employee availability in making the distribution.

ARTICLE 28 GRIEVANCE PROCEDURE

Step 1:

The City and Union agree to meet within five (5) working days upon notification of a violation of the MOU and/or, existing City policies

Step 2:

If a grievance is not resolved after the meeting with the City and Union, either party may agree to submit the matter to a neutral third party for resolution. If either party wishes to exercise this option, they shall make the request within five (5) calendar days of the meeting. Parties shall

meet within ten (10) calendar days to request a mediator from the State Board of Mediation or as soon as a meeting can be scheduled.

Step 3:

If the employee believes the violation has not been resolved at Step 1 or Step 2, the employee may request a meeting with the City Manager or his/her designee. The decision made by the City Manager or his/her designee is final.

ARTICLE 29 MAINTENANCE OF MEMBERSHIP

City agrees that SEIU Local 721 may institute a Maintenance of Membership Agreement with employees in represented classifications. Said Agreement shall give notice and set forth in writing that there shall be one period of 30 days from June 1 to June 30 annually when an employee may withdraw his/her membership from the Union. However, any employee in a represented classification that wishes to may join the Union at any time during the year. The Union must notify employees that joining the Union commits them to membership and payment of dues until the end of that fiscal year.

The Union agrees to indemnify and hold the City harmless against any and all liabilities arising from any and all claims, demands, suits, or other actions relating to the City's implementation of either this Article or requests of the Union pursuant to this article, or relating to the conduct of the Union in administering this Article. The Union shall have the right to determine and decide all matters relating to settlement and conduct of litigation with respect to this Article. In no case shall City funds be involved in any remedy relating to this Article.

Any employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employees shall in lieu of periodic dues or agency shop fees, pay sums equal to said amount to a non-religious, non-labor charitable fund exempt from taxation under Section 501 C(3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Union and as a condition of continued employment. The City shall provide the Union upon request the names of those employees claiming this designation and the organization which the employee has designated.

ARTICLE 30 VOLUNTARY POLITICAL CONTRIBUTIONS

City agrees that bargaining unit employees will be allowed to make voluntary political contributions to SEIU Local 721's Political Action Committee through payroll deductions. The Union will abide by all federal and state laws regulating such contributions and shall indemnify the City in the event of litigation arising from this provision.

ARTICLE 31 NEW EMPLOYEE ORIENTATION

The City agrees to include information regarding the Employee Union/SEIU Local 721 in the orientation for newly hired hourly employees in represented classifications. The Union will be notified when such orientations are scheduled.

ARTICLE 32 MANAGEMENT RIGHTS CLAUSE

The City and Union agree that the City retains and has the exclusive decision-making authority to manage municipal services and the work force performing those services in accord with existing law and provisions of the established Memorandum of Understanding.

The Union further agrees that the City has, except as expressly and lawfully restricted by specific provisions of this MOU, the exclusive decision-making authority to:

- Determine and modify the organization of City government and its constituent work units.
- Determine the nature, standards, levels and mode of delivery of services to be offered to the public.
- Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
- Determine whether goods or services shall be made, purchased or contracted for.
- Direct employees, including scheduling and assigning work and overtime.
- Establish employee performance standards and require compliance therewith.
- Relieve at-will hourly bargain unit employees from duty due to the lack of availability of work, financial hardship requiring the City to reduce costs, failure to perform duties of the position, excessive tardiness and/or absenteeism, any violation of personnel rules/regulations, or for any other legitimate reason.
- Implement policies, regulations and directives consistent with law and the specific provisions of this MOU.
- Take all necessary actions to protect the public, City employees, those doing business with the City, and carry out its mission in emergencies.

Should the exercise of these management rights impact employees' wages, hours or working conditions, City agrees to meet and confer with Union pursuant to all applicable laws, statutes and regulations in effect at the time.

ARTICLE 33 TERM AND EFFECT

The term of this agreement will be from July 1, 2017 through June 30, 2020.

It is understood and agreed that this agreement shall not become effective for any purpose or be binding on any party until approved by the City Council, and nothing herein shall be construed as obligating the City Council to approve in whole or in part. The Memorandum of Understanding constitutes and includes all negotiations, compromises, and representations made by either party; and both parties acknowledge that each has met and conferred in good faith in negotiations to this point.

ARTICLE 34 SEVERABILITY

If an article, section, position or portion thereof contained in the Memorandum of Understanding or application thereof to any person or circumstance is held to be unconstitutional, invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by tribunal or office, the remainder of the Memorandum of Understanding and application of such provisions or portion thereof, to other persons or circumstances, shall be deemed severable, shall not be affected, and shall remain in full force and effect. Furthermore, the City and the Union shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such article, section, position, or portion.

ARTICLE 35 ADVANCED NOTICE OF CITY CLOSURES AND SPECIAL ASSIGNMENTS

Employees shall be entitled to advanced notice of City closures that effect working hours. The City shall give all employees covered by this agreement at least seven (7) calendar days' notice prior to the closure of any City department or cancellation of any program or function. Employees that are not given appropriate notice shall be entitled to their full regular pay whether or not the employee worked those hours or not.

APPENDIX A

<i>Part-Time Classifications Covered by the Provisions of this MOU</i>
* Lifeguard
* Lifeguard/Instructor
* Pool Attendant
* Pool Cashier
* Pool Manager
* Recreation Leader I
* Recreation Leader II
* Recreation Leader III
* Recreation Leader IV
* Senior Lifeguard/Instructor
* Specialist
* Sports Official
Crossing Guard
Maintenance Aide
Office Clerk
Senior Office Clerk
Specialist

**These positions are impacted by Article 9, Holidays; Article 21, Uniforms; Article 25, Performance Review. Positions without an "*" do not have the provisions of Articles 9, 21, 25 as applicable.*

APPENDIX B
Salary Schedules Effective July 1, 2017 – June 30, 2020
Classifications Listed in Appendix A

			Effective FY 2018-19			
Hourly Positions	FY 2017-2018		JULY 1, 2018		JANUARY 1, 2019	
Classification	Min.	Max.	Min.	Max.	Min.	Max.
	*See Note Below		w/ 7% Cost of Living Adjustment		Adjusted for \$12/hr Minimum Wage	
Lifeguard	\$ 11.64	\$ 14.10	\$ 12.45	\$ 15.09	\$ 12.45	\$ 15.09
Lifeguard/Instructor	\$ 13.07	\$ 15.64	\$ 13.98	\$ 16.73	\$ 13.98	\$ 16.73
Pool Attendant	\$ 11.00	\$ 11.00	\$ 11.77	\$ 11.77	\$ 12.00	\$ 12.00
Pool Cashier	\$ 11.00	\$ 12.29	\$ 11.77	\$ 13.15	\$ 12.00	\$ 13.15
Pool Manager	\$ 15.88	\$ 20.27	\$ 16.99	\$ 21.69	\$ 16.99	\$ 21.69
Recreation Aide	\$ 11.00	\$ 10.89	\$ 11.77	\$ 11.65	\$ 12.00	\$ 11.65
Recreation Leader I	\$ 11.00	\$ 11.52	\$ 11.77	\$ 12.33	\$ 12.00	\$ 12.33
Recreation Leader II	\$ 11.00	\$ 12.57	\$ 11.77	\$ 13.45	\$ 12.00	\$ 13.45
Recreation Leader III	\$ 11.97	\$ 15.50	\$ 12.81	\$ 16.59	\$ 12.81	\$ 16.59
Recreation Leader IV	\$ 15.88	\$ 20.27	\$ 16.99	\$ 21.69	\$ 16.99	\$ 21.69
Senior Lifeguard/Instructor	\$ 14.48	\$ 17.19	\$ 15.49	\$ 18.39	\$ 15.49	\$ 18.39
Specialist	\$ 11.00	No Max	\$ 11.77	No Max	\$ 12.00	No Max
Sports Official	\$ 11.00	\$ 19.98	\$ 11.77	\$ 21.38	\$ 12.00	\$ 21.38
Crossing Guard	\$ 12.37	\$ 15.97	\$ 13.24	\$ 17.09	\$ 13.24	\$ 17.09
Maintenance Aide	\$ 12.37	\$ 18.59	\$ 13.24	\$ 19.89	\$ 13.24	\$ 19.89
Office Clerk	\$ 12.37	\$ 15.76	\$ 13.24	\$ 16.86	\$ 13.24	\$ 16.86
Recreation Aide	\$ 12.37	\$ 13.89	\$ 13.24	\$ 14.86	\$ 13.24	\$ 14.86
Recreation Leader I	\$ 12.37	\$ 14.32	\$ 13.24	\$ 15.32	\$ 13.24	\$ 15.32
Senior Office Clerk	\$ 12.12	\$ 16.14	\$ 12.97	\$ 17.27	\$ 12.97	\$ 17.27
Specialist	\$ 12.37	\$ 27.07	\$ 13.24	\$ 28.96	\$ 13.24	\$ 28.96
<i>*MOU provides a one-time \$500/off salary schedule stipend upon approval by the City Council and mer.</i>						

**MOU provides a one-time \$500/off salary schedule stipend upon approval by the City Council and member ratification.*

APPENDIX B
Salary Schedules Effective July 1, 2017 – June 30, 2020
Classifications Listed in Appendix A

Hourly Positions	JULY 1, 2019		JANUARY 1, 2020	
Classification	Min.	Max.	Min.	Max.
	w/ 7% Cost of Living Adjustment		Adjusted for \$13/hr Minimum Wage	
Lifeguard	\$ 13.33	\$ 16.14	\$ 13.33	\$ 16.14
Lifeguard/Instructor	\$ 14.96	\$ 17.91	\$ 14.96	\$ 17.91
Pool Attendant	\$ 12.84	\$ 12.84	\$ 13.00	\$ 13.00
Pool Cashier	\$ 12.84	\$ 14.07	\$ 13.00	\$ 14.07
Pool Manager	\$ 18.18	\$ 23.21	\$ 18.18	\$ 23.21
Recreation Aide	\$ 12.84	\$ 12.47	\$ 13.00	\$ 12.47
Recreation Leader I	\$ 12.84	\$ 13.19	\$ 13.00	\$ 13.19
Recreation Leader II	\$ 12.84	\$ 14.39	\$ 13.00	\$ 14.39
Recreation Leader III	\$ 13.70	\$ 17.75	\$ 13.70	\$ 17.75
Recreation Leader IV	\$ 18.18	\$ 23.21	\$ 18.18	\$ 23.21
Senior Lifeguard/Instructor	\$ 16.58	\$ 19.68	\$ 16.58	\$ 19.68
Specialist	\$ 12.84	No Max	\$ 13.00	No Max
Sports Official	\$ 12.84	\$ 22.88	\$ 13.00	\$ 22.88
Crossing Guard	\$ 14.16	\$ 18.28	\$ 14.16	\$ 18.28
Maintenance Aide	\$ 14.16	\$ 21.28	\$ 14.16	\$ 21.28
Office Clerk	\$ 14.16	\$ 18.04	\$ 14.16	\$ 18.04
Recreation Aide	\$ 14.16	\$ 15.90	\$ 14.16	\$ 15.90
Recreation Leader I	\$ 14.16	\$ 16.39	\$ 14.16	\$ 16.39
Senior Office Clerk	\$ 13.88	\$ 18.48	\$ 13.88	\$ 18.48
Specialist	\$ 14.16	\$ 30.99	\$ 14.16	\$ 30.99

*MOU provides a one-time \$500/off salary schedule stipend upon approval by the City Council and member ratification.

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this _____ day of _____, 2018.

FOR THE CITY

James Enriquez
ACTING CITY MANAGER

Michael Solorza
Director of Administrative Services

FOR THE UNION

Ryan Hudson
SEIU Local 721 Negotiator

Rudy Guevara
SEIU Local 721 Representative

Lisa Munoz
Part-time Hourly Employee Representative

Desiree Saavedra
Part-time Hourly Employee Representative

Lety Salas
Part-time Hourly Employee Representative

Ruben Benavides
Part-time Hourly Employee Representative

Michael Lopez
Part-time Hourly Employee Representative

***Part-Time Classifications
Covered by the Provisions of the
PART-TIME BARGAINING UNIT
MEMORANDUM OF UNDERSTANDING
Appendix A***

* Lifeguard
* Lifeguard/Instructor
* Pool Attendant
* Pool Cashier
* Pool Manager
* Recreation Leader I
* Recreation Leader II
* Recreation Leader III
* Recreation Leader IV
* Senior Lifeguard/Instructor
* Specialist
* Sports Official
Crossing Guard
Maintenance Aide
Office Clerk
Senior Office Clerk
Specialist

**Part-Time Bargaining Unit Salary Schedule
EFFECTIVE July 1, 2017 - June 30, 2020**

Hourly Positions Classification	FY 2017-2018		JULY 1, 2018		JANUARY 1, 2019		JULY 1, 2019		JANUARY 1, 2020	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
	*See Note Below		w/ 7% Cost of Living Adjustment		Adjusted for \$12/hr Minimum Wage		w/ 7% Cost of Living Adjustment		Adjusted for \$13/hr Minimum Wage	
Lifeguard	\$ 11.64	\$ 14.10	\$ 12.45	\$ 15.09	\$ 12.45	\$ 15.09	\$ 13.33	\$ 16.14	\$ 13.33	\$ 16.14
Lifeguard/Instructor	\$ 13.07	\$ 15.64	\$ 13.98	\$ 16.73	\$ 13.98	\$ 16.73	\$ 14.96	\$ 17.91	\$ 14.96	\$ 17.91
Pool Attendant	\$ 11.00	\$ 11.00	\$ 11.77	\$ 11.77	\$ 12.00	\$ 12.00	\$ 12.84	\$ 12.84	\$ 13.00	\$ 13.00
Pool Cashier	\$ 11.00	\$ 12.29	\$ 11.77	\$ 13.15	\$ 12.00	\$ 13.15	\$ 12.84	\$ 14.07	\$ 13.00	\$ 14.07
Pool Manager	\$ 15.88	\$ 20.27	\$ 16.99	\$ 21.69	\$ 16.99	\$ 21.69	\$ 18.18	\$ 23.21	\$ 18.18	\$ 23.21
Recreation Aide	\$ 11.00	\$ 10.89	\$ 11.77	\$ 11.65	\$ 12.00	\$ 11.65	\$ 12.84	\$ 12.47	\$ 13.00	\$ 12.47
Recreation Leader I	\$ 11.00	\$ 11.52	\$ 11.77	\$ 12.33	\$ 12.00	\$ 12.33	\$ 12.84	\$ 13.19	\$ 13.00	\$ 13.19
Recreation Leader II	\$ 11.00	\$ 12.57	\$ 11.77	\$ 13.45	\$ 12.00	\$ 13.45	\$ 12.84	\$ 14.39	\$ 13.00	\$ 14.39
Recreation Leader III	\$ 11.97	\$ 15.50	\$ 12.81	\$ 16.59	\$ 12.81	\$ 16.59	\$ 13.70	\$ 17.75	\$ 13.70	\$ 17.75
Recreation Leader IV	\$ 15.88	\$ 20.27	\$ 16.99	\$ 21.69	\$ 16.99	\$ 21.69	\$ 18.18	\$ 23.21	\$ 18.18	\$ 23.21
Senior Lifeguard/Instructor	\$ 14.48	\$ 17.19	\$ 15.49	\$ 18.39	\$ 15.49	\$ 18.39	\$ 16.58	\$ 19.68	\$ 16.58	\$ 19.68
Specialist	\$ 11.00	No Max	\$ 11.77	No Max	\$ 12.00	No Max	\$ 12.84	No Max	\$ 13.00	No Max
Sports Official	\$ 11.00	\$ 19.98	\$ 11.77	\$ 21.38	\$ 12.00	\$ 21.38	\$ 12.84	\$ 22.88	\$ 13.00	\$ 22.88
Crossing Guard	\$ 12.37	\$ 15.97	\$ 13.24	\$ 17.09	\$ 13.24	\$ 17.09	\$ 14.16	\$ 18.28	\$ 14.16	\$ 18.28
Maintenance Aide	\$ 12.37	\$ 18.59	\$ 13.24	\$ 19.89	\$ 13.24	\$ 19.89	\$ 14.16	\$ 21.28	\$ 14.16	\$ 21.28
Office Clerk	\$ 12.37	\$ 15.76	\$ 13.24	\$ 16.86	\$ 13.24	\$ 16.86	\$ 14.16	\$ 18.04	\$ 14.16	\$ 18.04
Recreation Aide	\$ 12.37	\$ 13.89	\$ 13.24	\$ 14.86	\$ 13.24	\$ 14.86	\$ 14.16	\$ 15.90	\$ 14.16	\$ 15.90
Recreation Leader I	\$ 12.37	\$ 14.32	\$ 13.24	\$ 15.32	\$ 13.24	\$ 15.32	\$ 14.16	\$ 16.39	\$ 14.16	\$ 16.39
Senior Office Clerk	\$ 12.12	\$ 16.14	\$ 12.97	\$ 17.27	\$ 12.97	\$ 17.27	\$ 13.88	\$ 18.48	\$ 13.88	\$ 18.48
Specialist	\$ 12.37	\$ 27.07	\$ 13.24	\$ 28.96	\$ 13.24	\$ 28.96	\$ 14.16	\$ 30.99	\$ 14.16	\$ 30.99

*MOU provides a one-time \$500/off salary schedule stipend upon approval by the City Council and member ratification.

SIDE LETTER OF AGREEMENT #1

BETWEEN

CITY OF PICO RIVERA

And

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721, PART-TIME EMPLOYEES UNIT**

This Side Letter of Agreement ("Agreement") between the City of Pico Rivera ("City") and the Service Employees International Union Local 721 Part-Time Employees Unit ("SEIU") (collectively "Parties") is entered into with respect to the following:

WHEREAS, the Parties are subject to a Memorandum of Understanding ("MOU") for the term of July 1, 2017 through June 30, 2020;

WHEREAS, the novel coronavirus (COVID-19) has been declared a global health emergency and pandemic by the World Health Organization.

WHEREAS, the novel coronavirus (COVID-19) pandemic has been declared a State of Emergency by the Federal Government, the State of California, and the County of Los Angeles;

WHEREAS, the Public Health Officer for the County of Los Angeles has ordered the adoption of social distancing protocols that affect City operations, including the level of work available and the financial capacity of the City to provide services;

WHEREAS, non-essential represented part-time employees have been placed on an indefinite leave of absence without pay during which non-essential employees will not be able to perform any service for the City and will receive no wages;

WHEREAS, the parties have met and conferred in good faith and have reached an agreement to amend the Parties' MOU to address issues related to the placement of non-essential represented part-time employees on an indefinite leave of absence.

NOW THEREFORE, the Parties agree as follows:

1. Effective after City Council approval and retroactive to May 1, 2020 the City and SEIU agree to amend the Memorandum of Understanding as follows:
 - a. Article 10 "Annual Leave"- Employees on an indefinite leave of absence without pay will have use of their annual leave banks and annual leave accrual suspended until such time they return to work. Employees shall have their full annual leave bank activated upon returning to work.

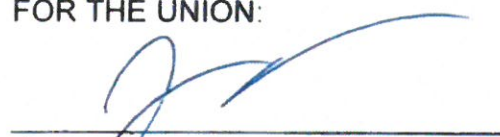
- b. Article 11 "Bereavement Leave"- Employees on an indefinite leave of absence without pay will have their use bereavement leave suspended until such time they return to work. Employees shall have their full bereavement leave bank activated upon returning to work.
- c. Article 14 "Sick Leave"- Employees on an indefinite leave of absence without pay will have their use of sick leave banks and sick leave accrual suspended until such time they return to work. Employees shall have their full sick leave bank activated upon returning to work.
- d. Article 16 "Longevity Bonus"- Employees on an indefinite leave of absence without pay will have longevity bonuses suspended until such time they return to work. Employees will receive the full amount of their longevity bonus when they return to work. The longevity bonus will be paid on the first full pay period an employee returns to work after July 1, 2020. Any employee that is separated from employment, voluntarily or involuntarily, prior to returning to work shall not be entitled to receive any longevity bonus that has been suspended under this provision.

FOR THE CITY:


Steve Carmona
City Manager


Gustavo V. Camacho, Mayor

FOR THE UNION:


James Fagen
SEIU Local 721 Negotiator

SIDE LETTER OF AGREEMENT #2

BETWEEN

CITY OF PICO RIVERA

And

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721, PART-TIME EMPLOYEE BARGAINING UNIT**

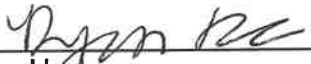
WHEREAS, the City of Pico Rivera ("CITY") and the Service Employees International Union Local 721 Full-Time Bargaining Unit ("SEIU") were parties to a Memorandum of Understanding ("MOU") that was in effect from July 1, 2017 to June 30, 2020.

WHEREAS, the CITY and SEIU have met and conferred regarding a successor MOU;

NOW THEREFORE, the Parties agree as follows:

1. Effective after City Council approval, the City and SEIU agree to extend the term of the MOU and all active Side Letters to June 30, 2021 and that all terms and conditions of the MOU shall remain in full force and effect to June 30, 2021 except as expressly stated otherwise therein.

FOR THE CITY:



Ryan Hudson
Director of Human Resources

2-9-21

Date

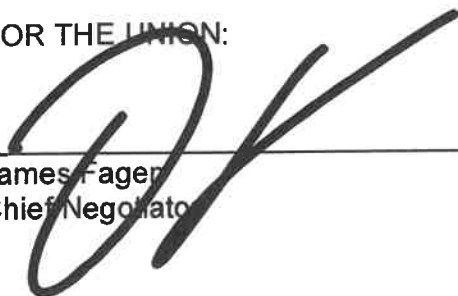


Paul Elias, Mayor

2-9-21

Date

FOR THE UNION:

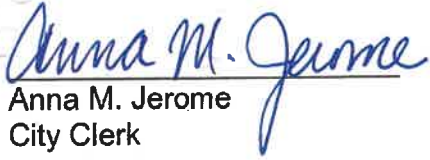


James Fager
Chief Negotiator

1/12/2021

Date

ATTEST:


Anna M. Jerome
City Clerk

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman
City Attorney