



**MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF PICO RIVERA**

**And**

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

**July 1, 2021 through June 30, 2024**

# SEIU Local 721

## Table of Contents

<b>Article 1: Preamble</b> .....	<b>1</b>
<b>Article 2: Prior and Existing Conditions</b> .....	<b>1</b>
Article 3: Recognition.....	1
Article 4: Non-Discrimination .....	1
<b>Article 5: Salaries</b> .....	<b>2</b>
General Salary Increase .....	2
Class and Compensation Study .....	2
Certification.....	2-4
Fairness Provision .....	5
Shift Differential .....	5
Move Up Pay .....	5
<b>Article 6: Creation of Maintenance Worker III Classification</b> .....	<b>6</b>
<b>Article 7: Performance Evaluations</b> .....	<b>6</b>
<b>Article 8: Work Schedules</b> .....	<b>6-7</b>
Breaks .....	8
<b>Article 9: Standby</b> .....	<b>8</b>
Water Division Standby .....	8-9
Public Works (Non-Water) Standby .....	9
<b>Article 10: Callback</b> .....	<b>9</b>
Standby Callback.....	9
Non-standby Callback .....	9
Off-Duty Call .....	10
<b>Article 11: Retirement- California Public Employees Retirement System (CalPERS)</b> .....	<b>10-12</b>
<b>Article 12: Health Benefits</b> .....	<b>12</b>
Health Benefits .....	12
Dental Benefits .....	13
Vision Benefits.....	13
Cash In-Lieu Benefits Program.....	13
<b>Article 13: Supplemental Benefits</b> .....	<b>14</b>
Life and Accidental Death and Dismemberment Insurance .....	14
Supplemental Life Insurance Program .....	14
Disability Insurance .....	14
Work-Related Travel Insurance .....	14
Employee Assistance Program.....	14
Deferred Compensation Plan .....	15
Educational Reimbursement.....	15

Bilingual Pay.....	15
Longevity Bonus.....	16
<b>Article 14: Overtime .....</b>	<b>16</b>
Distribution of Overtime .....	16
Hours Worked .....	16-17
Compensation for Overtime.....	17
Use of Compensatory Time-Off .....	17
<b>Article 15: Lay-Off Provisions .....</b>	<b>18</b>
1. General Statement .....	18
2. Order of Separation .....	18
3. Separation of Full-Time Regular Employees .....	18
4. Reduction in Status/Displacement Rights .....	19
5. Salary Placement .....	19
6. Notification .....	19
7. Order of Recall.....	19
8. Separation Benefits .....	20
9. Notice of Recall .....	20
10. Reinstatement.....	21
11. Restoration of Benefits.....	21
12. Assignment of Duties to Another.....	21
<b>Article 16: Types of Leave .....</b>	<b>21</b>
Sick Leave .....	21-22
Vacation .....	23-24
Holidays .....	24
Bereavement Leave .....	25
Catastrophic Leave .....	25-26
Jury Duty .....	26
<b>Article 17: Injury-on-Duty .....</b>	<b>26-27</b>
<b>Article 18: Uniforms .....</b>	<b>27-29</b>
Public Works Department .....	29
Community and Economic Development Department .....	30
Foot Wear Allowance .....	30
<b>Article 19: Joint Labor-Management Committee .....</b>	<b>30</b>
<b>Article 20: Safety Committee .....</b>	<b>31</b>
<b>Article 21: Union Business .....</b>	<b>31</b>
Union Bank of Hours .....	31-32
Procedure for Use of Union Bank Hours .....	32
Provision of Unit Membership List .....	32
Use of City Facilities .....	32-33

Bulletin Boards .....	33
<b>Article 22: Grievance and Appeals Procedure .....</b>	<b>33</b>
Grievance Procedure .....	33
Section 1: Definitions.....	33
Section 2: Rights and Responsibilities .....	33-34
Section 3: Specifics of the Grievance .....	34
Section 4: Procedure .....	34-35
<b>Article 23: Maintenance of Membership .....</b>	<b>36</b>
Dues Deduction .....	36
Committee on Political Education (COPE) .....	37
<b>Article 24: Management Rights .....</b>	<b>37-38</b>
Section 1: Performance Levels.....	38
Section 2: Supervisory Responsibility.....	38
Section 3: Waiver .....	38
<b>Article 25: Severability .....</b>	<b>39</b>
<b>Article 26: Miscellaneous .....</b>	<b>39</b>
Mandatory Drug Testing for New Employees .....	39
Last Chance Agreements .....	39
Direct Deposit.....	39
<b>Article 27: Term and Effect.....</b>	<b>40</b>
<b>Article 28: New Employee Orientation.....</b>	<b>40</b>
<b>Appendix A: Classifications .....</b>	<b>42-43</b>
<b>Appendix B: Salary Schedule .....</b>	<b>44-47</b>
<b>Side Letter #9.....</b>	<b>48-49</b>
<b>Side Letter #10.....</b>	<b>50</b>
<b>Side Letter #11.....</b>	<b>51-53</b>
<b>Side Letter #12.....</b>	<b>54-55</b>

**ARTICLE 1  
PREAMBLE**

This Memorandum of Understanding (MOU) 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 MOU will be effective July 1, 2021 to June 30, 2024. Unless otherwise provided for herein, the following changes in terms and conditions of employment shall be effective upon City Council adoption of this MOU.

**ARTICLE 2  
PRIOR AND EXISTING CONDITIONS**

During the specified term of this agreement, there shall be no change in those matters within the scope of representation that are specifically provided for in this MOU.

**ARTICLE 3  
RECOGNITION**

The City hereby formally recognizes Service Employees International Union, Local 721, as the exclusive representative of the bargaining unit representing those full-time employees within the classifications listed in Appendix "A". City agrees to meet and confer 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**

The parties agree that there shall be no discrimination against any applicant or employee based upon race, color, national origin, ancestry, age, gender, physical disability, mental disability, genetic information, religion, religious creed, marital status, medical condition, sexual orientation, political activity, union activity, or any other class and/or characteristics protected by law.

**ARTICLE 5  
SALARIES**

**General Salary Increase**

The salary schedule attached hereto as Appendix “B” and by reference made a part hereof shall be adjusted as described below:

**Year One**

Retroactive to July 1, 2021, all employees covered by this agreement will receive an across-the-board general salary increase of four percent (4.0%).

**Year Two**

Effective the first full pay period occurring on or after July 1, 2022, all employees covered by this agreement shall receive an across-the-board general salary increase of three percent (3.0%).

**Year Three**

Effective the first full pay period occurring on or after July 1, 2023, all employees covered by this agreement shall receive an across-the-board general salary increase of three percent (3.0%).

Effective the first full pay period following City Council Adoption of this MOU, employees within this bargaining unit hired on or before July 1, 2021 shall receive a one-time, non-pensionable, incentive bonus in the amount of one thousand dollars (\$1,000).

**Class and Compensation Study**

During the term of this agreement, the City may elect to conduct a class and compensation study. The parties agree to meet and confer over the results of the study. Under no circumstance shall any class and compensation study result in a reduction of salary, a reduction in total filled positions or the forgoing of scheduled across the board general salary increases.

In no way will an employee be adversely impacted by the implementation of the class and compensation study.

**Certification**

Certification compensation is provided with the approval of employee’s supervisor. In order to qualify, there must be a requirement/relation to the employee’s job classification. Certification compensation will be provided on a fiscal year basis, with submittal of proper documentation by employee to supervisor. Certification compensation will be prorated if an employee receives the certificate in the middle of the fiscal year, transfers to another assignment where such certificate does not apply to new assignment or terminates employment with the City in the middle of the fiscal year.

SEIU 721 – FULL-TIME EMPLOYEES  
MEMORANDUM OF UNDERSTANDING  
July 1, 2021 – June 30, 2024  
Page 3 of 55

Compensation may be received for certifications other than those listed below if the certification is required or is deemed desirable by the employee's supervisor, and the additional compensation does not exceed any maximums established below.

Water Certification

Employees will be compensated for qualifying California State Water Treatment/Distribution Certificates as shown below. This benefit applies to any employee in the Water Division, and to any employee in the SEIU who obtains certification and is granted placement on the Duty Call-out Roster. If the employee leaves the Water Division or removes himself/herself (if not assigned to the Water Section) from the Duty Call-out Roster prior to the expiration of 12 months, after receipt of Water Certification compensation, then the City has the right to prorate the Water Certification compensation over 12 months and to deduct these funds from the employee's paycheck.

1. For Certificate D1–D3/T1–T3: \$150 per fiscal year
2. For Certificate D4/T4, an additional \$100 each, per fiscal year
3. For Certificate D5/T5, an additional \$100 each, per fiscal year

Water Quality Technician

Possession of any two (2) of the following three (3) certificates will qualify an employee in this classification for \$150 per fiscal year as follows:

- Los Angeles County Department of Public Health, Division of Environmental Health Services Certified Backflow Prevention Device Tester.
- American Water Works Association (California/Nevada Section) Backflow Prevention Tester.
- American Water Works Association (California/Nevada Section) Cross Connection Control Specialist.

The maximum Certification Pay for employees assigned to the Water Division will be \$450:

Equipment Mechanic and Lead Equipment Mechanic

Possession of any of the following certificates will qualify an employee in this classification for \$144 per fiscal year, per certificate, for up to a maximum of seven (7) certifications as follow:

1. ASE Automobile Suspension and Steering.
2. ASE Automobile Brakes.
3. ASE Automobile Heating and Air Conditioning.
4. Heavy Truck Preventative Maintenance.
5. Master Class/eight (8) certificates, employee will receive an additional \$150 per fiscal year.

SEIU 721 – FULL-TIME EMPLOYEES  
MEMORANDUM OF UNDERSTANDING  
July 1, 2021 – June 30, 2024  
Page 4 of 55

The maximum Certification Pay for employees assigned to the Fleet Division will be \$1,000 for fiscal year.

Code Enforcement Officer Certification

Possession of the following three (3) certificates will qualify an employee in this classification for \$150 per fiscal year as follows:

California Association of Code Enforcement Officers (CACEO) or (Santiago Canyon College) or any other accredited institution.

- Module #1 (Basic)
- Module #2 (Intermediate)
- Module #3 (Advanced)

*\*All Three modules are required for state certification*

Possession of any one (1) of the following certifications will qualify an employee in this classification for \$150 per fiscal year as follows:

- P.C. 832 Arrest
- Supervisory Code Enforcement Training (Santiago Canyon College)
- Housing Quality Standards Specialist

The maximum Certification Pay for employees assigned to the Code Enforcement Division will be \$600 per fiscal year.

Building Inspector Certification

Possession of any one (1) of the following certifications will qualify an employee in this classification for \$150 per fiscal year as follows:

- B1 Residential Certification
- B2 Commercial Certification

*\*One of these two Certifications are required to advance beyond step "C"*

Possession of any one (1) of the following two (2) certificates will qualify an employee in this classification for \$150 per fiscal year as follows:

- J2 California Residential Electrical
- J4 Residential Mechanical

The maximum Certification Pay for employees assigned to the Building Division will be \$600 per fiscal year.



**Fairness Provision**

The City shall provide all SEIU Local 721 represented employees covered by this agreement with any greater economic benefits provided to any other City bargaining unit that they may receive during the term of this agreement.

**Shift Differential**

Normal work hours fall between 6:30 a.m. and 8:00 p.m. When the City assigns an employee to work after 8:00 p.m. or before 6:30 a.m. the employee will receive additional pay in the amount of five percent (5.0%) of the regular rate for their classifications for all hours worked after 8:00 p.m. and before 6:30 a.m.

If a position is regularly scheduled outside of the normal work hours defined above, then no shift differential will be paid. Alternatively, if an employee requests a change in shift which is regularly scheduled outside of the normal work hours defined above, then no shift differential will be paid. Overtime pay and call outs are exempt from shift differential pay.

**Move Up Pay**

In the event that an employee is assigned by a Department Director or his/her designee, to work in a higher compensated classification and works in that capacity for a minimum of a full workday, he/she will receive the pay of the higher rated classification. The increase in pay shall be at least five percent (5.0%), not to exceed the top step of the higher rated classification. Such assignment shall be issued in writing to the affected employee, identifying the higher rated classification and the pay grade and step.

**Conditions for Receipt of Move-up Pay**

A Unit employee who is temporarily required to serve in a regular authorized position in a classification with a higher salary range (higher classification) than the employee currently serves in shall be compensated at the higher base wages in accordance with the following terms and conditions:

- Temporary assignments to higher classifications shall be recorded only in full shift units. No out-of-class pay shall be given for out-of-class work of less than an eight-hour shift.
- The Unit employee must be assigned to assume the majority of those duties and responsibilities of the higher classification.
- The employee's time worked in a higher classification shall not be counted toward the completion of probationary requirements in the higher classification.

**Conditions for Non-Authorization of Move-up Pay**

Move-up pay is not authorized, for example, if the organization of a division is such that each Unit employee carries on his/her usual job duties during the temporary absence of a Division Manager or designee, without the direction which the Division Manager or designee would provide on a longer term basis.

**ARTICLE 6  
CREATION OF MAINTENANCE WORKER III CLASSIFICATION**

This section has been replaced with Side Letter #10

**ARTICLE 7  
PERFORMANCE EVALUATIONS**

The City agrees that an employee shall be provided an accurate, fair, full and detailed explanation of his/her performance rating for the designated review period. If the employee is eligible for a merit increase, the merit increase shall be implemented the first full pay period following the employee's anniversary date. In any instance where an annual performance evaluation is not completed on or before the anniversary date and the employee is eligible for a merit increase, the merit increase shall be implemented retroactive to the first full payroll period following the employee's anniversary date. Eligibility for a merit increase is a "satisfactory" or above performance evaluation. The City agrees that each employee will receive a copy of his or her performance evaluation and it is agreed that the employee's signature on the evaluation form shall not necessarily indicate agreement with the content of said evaluation.

**Article 8  
WORK SCHEDULES**

Pursuant to the Fair Labor Standards Act (FLSA), employees shall have a fixed workweek that consists of a regular recurring period of 168 consecutive hours (seven- 24-hour periods) which can begin and end on any day of the week and at any time of the day. The designated workweek for an employee may be changed only if the change is intended to be permanent and not designed to evade overtime requirements of the FLSA.

Generally, the City operates under an Alternative Work Week schedule commonly known as the "4/10 Plan." Workweeks and work shifts of different numbers of hours may be established by the City in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

It is recognized and understood that deviations from normal hours of work may occur from time to time, resulting from several causes, such as but not limited to vacations, leave of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, low census and emergencies.

General Statement on Days of Operation

1. The standard work week will be inclusive of all days between Monday and Sunday. The intent is to allow maximum flexibility to accommodate various operational needs of the City, including but not limited to, water related maintenance and operations, parking enforcement, code enforcement, parks maintenance, parks and recreation operations, etc.
2. Generally, City Hall (6615 Passons Blvd, inclusive of City Hall West) and the Parks and Recreation Main Office (6767 Passons Blvds) will be open four (4) days per week, Monday through Friday.
3. Generally, The City Yard (9633 Beverly Road) will be open four (4) days per week, Monday through Thursday.
4. Parks and Recreation facilities (other than the main offices located at 6767 Passons Blvd) will have consistent operating days and hours that coincide with each facilities' normal operation.

Scheduling Accommodations

It is understood that certain individual employees may need to adjust or deviate their work schedule based on childcare or other documented, legitimate needs. These circumstances will be handled on a case-by-case basis, with approval from the employee's direct supervisor and Department Director. This section is meant to allow for flexibility in scheduling, however Management still reserves the right to require employees to work a schedule so as not to negatively impact operational needs.

All deviated schedules will be documented between employee, supervisor, Department Director and Human Resources on a form created and approved by the Human Resources Division.

Deviated schedules will be reviewed at least once per calendar year by the appropriate supervisor and will include review/approval by the Department Director. Management reserves the right to review deviated schedules more frequently based on operational needs or if the employee's reason for being granted a deviated schedule changes.

It is also understood that at times, "ad hoc" schedule adjustments may be needed. It is the responsibility of the employee to seek approval from their supervisor should they need to modify their schedule for an unforeseen event or personal emergency. Should time need to be "made up" for such an unforeseen or personal emergency scheduling issue, it will be done within the same eighty (80) hour pay period. This only applies to "ad hoc" circumstances, and not for known, recurring schedule deviations which will be documented and approved as described herein.

### **Breaks**

Each Department Director or designee has the discretion to schedule two paid fifteen (15) minute rest breaks and unpaid lunch break(s), within that particular department. Lavatory and cigarette breaks are permitted within reason and shall be taken according to department policy.

Within the above discretionary grant of authority, the parties recognize that circumstances including, but not limited to, climate and the type of work being performed, are factors to be considered by a supervisor in exercising discretion as to the scheduling of rest periods. Therefore, although the grant of rest periods remains within the discretion of a supervisor, the supervisor shall consider these and other relevant factors in determining how to exercise that discretion.

### **ARTICLE 9 STANDBY**

When placed in standby status as described herein, the following duties and responsibilities shall be borne by the standby designee:

1. The designee shall at all times, be immediately accessible by telephone and/or radio device. The City shall provide the designee with either a cellular telephone or a radio, at the City's discretion.
2. The designee shall be required to be available to respond to a work site designated by the supervisor, within a reasonable time as is designated by a supervisor.
3. At all times while in an on-call status, the designee shall maintain him/herself in reasonable physical and mental condition by which to both respond to a call for service and to thereafter reasonably perform the required assignment.
4. The on-call designee shall be selected on a rotational basis by the supervisor.
5. Employees designated as being on standby, shall be available for call back on holidays, Saturdays, Sundays, and Fridays that are not regularly scheduled as workdays.

### **Water Division Standby**

This standby provision shall be applicable only to Water Division employees. Certified Water Division employees or non-certified Water Division employees whom have received approval of the Department of Public Health, are the only unit members eligible for standby compensation. Water standby is mandatory for Water Systems Operators with a D1 or T1 or higher certification.

In those cases where a supervisor has in writing, designated one (1) certified or non-certified Water Division employee to be on standby, that one designee shall be compensated while on standby status, at the rate of two dollars (\$2.00) per hour for each non-regularly scheduled hour in the standby status. The two dollars (\$2.00) per hour shall not be paid concurrently with compensation for time actually worked if called back to

perform duties. Any pay rate increase to Public Works standby pay, beyond two dollars (\$2.00) per hour will also apply to Water Division standby.

Any employee required to monitor the water system outside of normal working hours (i.e. take home the system laptop) shall receive a five percent (5.0%) differential.

#### **Public Works (Non-Water) Standby**

This standby provision shall be applicable to the following Maintenance Worker II/III and Facilities Maintenance Worker II/III classifications. The assignment of standby, who have volunteered, will be provided to the Maintenance Worker III and Facilities Maintenance Worker III first, if neither is available, Maintenance Workers II and Facilities Maintenance Workers II, who have volunteered, will be offered the assignment of standby. The employees who volunteer for this duty will be eligible for standby compensation. In those cases where the Public Works Superintendent or Field Operations Manager has in writing, designated one (1) Maintenance Worker III or Facilities Maintenance Worker III employee to be on standby, that one designee shall be compensated while in said standby status, at the rate of two dollars (\$2.00) per hour for each non-regularly scheduled hour in the standby status. The two dollars (\$2.00) per hour shall not be paid concurrently with compensation for time actually worked if called back to perform duties.

### **ARTICLE 10 CALLBACK**

#### **Standby Callback**

Public Works Department employees who are on standby and are called back to work shall be compensated for work hours at the rate of time and one-half (1 ½) base rate of pay with minimum compensation of three (3) hours.

#### **Non-standby Callback**

Employees who are not on standby called back to work after their regular hours will receive a minimum of two (2) hours paid at the rate of time and one-half (1 ½) base rate of pay. An affected employee shall be eligible for callback compensation only if the callback work is not contiguous with the employee's scheduled hours of work. (For example, if an employee's scheduled shift ends at 4 p.m. but the employee is required to continue work without interruption, the excess work is not the result of a "callback.") On the other hand, if the employee's scheduled shift terminates at 4 p.m., the employee leaves the premises, and at 5 p.m. is required to perform services, the latter services are covered by the "callback" provisions of this Agreement. Callback time includes reasonable travel time to and from the designated worksite(s) and the employee's residence or other point of departure to the worksite, whichever is closer in distance.

**Off-Duty Call**

Employees shall refrain from contacting off-duty employees to discuss work-related matters. If an on-duty employee requires the knowledge or assistance of an off-duty employee which cannot wait until the off-duty employee returns to duty, the on-duty employee shall first contact his/her supervisor. If the supervisor approves the contact of an off-duty employee, or if the supervisor fails to respond to the on-duty employee's communication within ten (10) minutes, the off-duty employee may be contacted to provide necessary information or assistance concerning a work-related issue. An off-duty employee who receives such a call for assistance shall notify his/her supervisor upon returning to duty and document on his/her time sheets all time spent in providing assistance to the on-duty employee. The off-duty employee shall be compensated in increments of no less than thirty (30) minutes.

**ARTICLE 11  
RETIREMENT  
CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CalPERS)**

The City offers a defined retirement benefit plan through contract with the California Public Employees' Retirement System (CalPERS). Unit members are eligible for one of three (3) benefit tiers pursuant to the City's contract with CalPERS. Information provided here is a summary of the benefits. The CalPERS contract is available to unit members or Union representatives upon request.

The applicable benefit tier available to an individual employee depends on his/her date of hire and/or status as a "new member," as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA, AB 340) as assigned by CalPERS. Each benefit tier defines the applicable retirement formula, final compensation period, and employee contribution/cost sharing as follows:

1. Tier I: Full-Time Employees hired on or before June 30, 2012
  - a. Shall be eligible for the CalPERS retirement benefit formula based on 2.5% at age 55.
  - b. The final retirement compensation level shall be calculated using the single highest twelve (12) months of CalPERS reportable earnings, per the California Government Code.
  - c. Tier I members are responsible for paying the full amount of the employee share, equal to fifty percent (50%) of the total "normal cost" as determined by CalPERS annual valuation reports up to an 8% contribution rate. Currently the City offers retiree medical through CalPERS medical. The City also currently pays one hundred percent (100%) of the retiree's health insurance premium based on the retiree's level of coverage.

2. Tier II: Full-Time Employees hired after June 30, 2012
  - a. Shall be eligible for the CalPERS retirement benefit formula based on 2.0% at age 60.
  - b. The final retirement compensation level shall be calculated using the average of the highest consecutive thirty-six (36) month earnings, per the California Government Code.
  - c. Tier II members are responsible for paying the full amount of the employee share, equal to fifty percent (50%) of the total “normal cost” as determined by CalPERS annual valuation reports up to an 8% contribution rate. The City offers retiree medical through CalPERS medical. The City pays the minimum contribution required by the Public Employees Medical and Hospital Care Act (PEMHCA) toward the retiree’s CalPERS medical insurance premium.
3. Tier III: Full-Time Employees hired on or after January 1, 2013 who are classified as “new members” as defined by the Public Employees Pension Reform Act (PEPRA), Assembly Bill 340
  - a. Shall be eligible for the CalPERS retirement benefit formula based on 2.0% at age 62.
  - b. The final retirement compensation level shall be calculated using the average of the highest consecutive thirty-six (36) month earnings, per the California Government Code.
  - c. Per PEPRA, the City does not make contributions towards the employee share for new members. New members are responsible for paying the full amount of the employee share, equal to fifty percent (50%) of the total “normal cost” as determined by CalPERS annual valuation reports up to an 8% contribution rate. The City will not make any contributions towards the employee share of PERS, as outlined in AB 340 for Tier III members.
  - d. The City offers retiree medical through CalPERS medical. The City pays the minimum contribution required by the Public Employees Medical and Hospital Care Act (PEMHCA) toward the retiree’s CalPERS medical insurance premium.
4. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis by way of payroll deduction. All employee-paid member contributions shall be pre-tax via payroll deduction.
5. Applicable to all Full-Time Employees regardless of hire date
  - a. Retired Death Benefit- the City’s contract with CalPERS provides for a five-thousand dollar (\$5,000.00) lump sum death benefit payable upon retiree’s death.

- b. Pre-Retirement Option 2W Benefit - the City has contracted with CalPERS to provide a monthly death benefit allowance for a surviving spouse or registered domestic partner. The allowance is calculated as though the member retires from service on the date of death and chose Option 2W.
- c. Service Credit Buy-Back Program - eligible employees can purchase, with pre-tax dollars, service credits from CalPERS for past eligible employment.
- d. Military Buy-Back - eligible employees can purchase, with pre-tax dollars, a maximum of four (4) years service credit from CalPERS at the employee's expense.
- e. 1959 Survivor Benefit Level 4 - The City's contract with CalPERS provides 1959 Survivor's Benefits Level 4. The 1959 Survivor Benefit is paid along with other death benefits whether or not the employee was eligible to retire at the time of death.

The benefit consists of a monthly allowance which may be paid to the employee's eligible surviving spouse and children. A spouse is eligible if he/she (1) has care of eligible children (including stepchildren) or (2) is age 60 or older. (Children are eligible if under age 22 and unmarried or incapacitated because of a disability which began before age 22). A parent may be eligible if there is no surviving spouse or eligible children, and the parent(s) was dependent on the member for at least half of their support at the time of the member's death.

The benefit level amounts to be provided are dictated by PERS and the amounts provided will be done in accordance with the latest rates published by PERS.

## ARTICLE 12 HEALTH BENEFITS

### Health Benefits

Employees Hired on or Before June 30, 2012- The City shall pay one hundred percent (100%) of the health insurance premiums for HMO providers and a maximum of eighty-five percent (85%) of the premium rate for PERS Gold (PPO)

Employees Hired After June 30, 2012 - The City shall pay one-hundred percent (100%) of the health insurance premiums for the employee and eligible dependents not to exceed the Kaiser HMO premium rate. Employees may choose a different health care provider offered by the City, however, any cost greater than the Kaiser HMO premium rate shall be paid by the employee, through payroll deductions.



**Dental Benefits**

The City shall pay one-hundred percent (100%) for Delta Dental coverage. The City shall pay one-hundred percent (100%) of the dental insurance premium for the employee and eligible dependents not to exceed the HMO premium rate. Employees may choose a different dental plan offered by the City, however, any cost greater than the HMO premium rate shall be paid by the employee, through payroll deductions. The City shall offer at least one dental plan that covers adult orthodontia and has a benefits cap greater than \$1,500 per year.

**Vision Benefits**

The City shall pay one-hundred percent (100%) of the vision insurance premium for the employee and eligible dependents.

**Cash In-Lieu Benefits Program**

The Cash In-Lieu of Benefits Program (i.e., "Cash In-Lieu") allows employees to opt out of the City's provided health plan under certain conditions. An employee will be eligible for the Cash In-Lieu Program only when the employee provides proof of other medical coverage and an executed *Health Insurance Waiver* form. An employee may participate in the Cash In-Lieu Program only at the time of Open Enrollment, when a qualifying life event (QLE) occurs, or at the time of hire. In the event the employee loses health coverage through the alternative source, the employee should contact Human Resources regarding the employee's eligibility to enroll in the City's Health Plan.

Cash In-Lieu of Benefits Program amounts for new enrollees after ratification of this agreement shall be equal to the PEMCHA minimum or \$200, whichever is higher. Current participants at time of ratification will be grandfathered into the cash in lieu benefits program at a rate equal to eighty percent (80%) of the health program amount they would qualify for. This amount will be distributed through the normal payroll process in twenty-four (24) equal payments.

When an employee leaves employment, the City must offer the opportunity to continue the medical, dental and vision benefits they have upon terminating. If the employee is participating in the Cash In-Lieu of Benefits Program, Consolidated Omnibus Budget Reconciliation Act (COBRA) medical benefits continuation will not be available.

Upon retirement, if an employee was not previously enrolled in a City sponsored PERS medical plan, the employee may be eligible to enroll in the CalPERS retirement medical plan subject to CalPERS regulations.

**ARTICLE 13  
SUPPLEMENTAL BENEFITS**

**Life and Accidental Death and Dismemberment Insurance**

The City shall provide life and accidental death and dismemberment insurance benefit of twenty-thousand dollars (\$100,000) per employee.

**Supplemental Life Insurance Premiums**

Employees may elect supplemental life insurance through a City provider at the employee's expense, paid through payroll deduction.

**Disability Insurance**

The City will pay one hundred percent (100%) of the premiums for Long and Short-Term Disability.

**Work-Related Travel Insurance**

The City agrees to provide an additional Accidental Death and Dismemberment benefit available to all full-time City employees. The coverage is for death and injuries which occur during work-related travel for all employees as defined by the policy.

- a. Employees earning five-thousand dollars (\$5,000) monthly and over receive one-hundred fifty thousand dollars (\$150,000) in coverage.
- b. Full-time employees earning three-thousand and five hundred dollars (\$3,500) but less than five-thousand dollars (\$5,000) monthly receive one-hundred thousand dollars (\$100,000) in coverage.
- c. Full-time employees earning two-thousand and five hundred dollars (\$2,500) but less than three-thousand and five-hundred dollars (\$3,500) monthly receive seventy-thousand dollars (\$75,000) in coverage.
- d. Full-time employees earning less than two-thousand and five hundred dollars (\$2,500) monthly receive fifty-thousand dollars (\$50,000) in coverage.

**Employee Assistance Program**

The City offers an Employee Assistance Program which provides counseling and assistance to employees. The program includes the following components:

1. Referring of employees to a variety of counseling/treatment facilities for personnel.
2. Informing employees of the program and types of assistance available.
3. Training of supervisors to recognize employee problems.
4. Referring of employees to affordable service providers – ones covered by the employee's medical insurance or ones that are affordable to the employee.
5. Reporting to City is done on a confidential basis.

### **Deferred Compensation Plan**

The City has available a deferred compensation plan (i.e., Internal Revenue Code Section 457 program) which employees may choose to participate in at their own expense.

In addition, the City agrees to establish a contribution matching program effective as soon as practical after final ratification of this agreement. In order to qualify for the City matching contribution, employees must be enrolled in the Deferred Compensation Plan and must be making bi-weekly contributions.

The City will match Union members contributions up to a maximum of one percent (1.0%) of base compensation

Participation in the Deferred Compensation Plan is voluntary. The City will endeavor to provide education to all employees on the benefits of participating in the Deferred Compensation Program.

### **Educational Reimbursement**

To encourage employees to further their education, it is City policy, with the signed approval of both the Department Director and City Manager, to provide financial assistance to the employee for registration, books, parking or other related educational expenses as outlined in applicable Internal Revenue Service (IRS) code. The maximum annual amount of tuition reimbursement will be the IRS maximum of \$5,250 (or the effective amount should it be adjusted by the IRS in a given year).

The City shall develop and publish an educational reimbursement program that satisfies all required IRS rules and guidelines. The education reimbursement program shall include professional certifications.

If the course is not completed and/or a passing grade of "C" or above is not achieved, the employee must repay in full the entire amount of the upfront funding. Tuition advancement shall not be permitted.

### **Bilingual Pay**

Eligible unit employees who are appointed by their Department Director to speak a language other than English and who successfully pass the oral examination administered by the Human Resources designee shall receive fifty dollars (\$50) per month for use of a second language in the performance of their job.

Eligible unit employees who are appointed by their Department Director to read, write or transcribe a language other than English and who successfully pass the oral/written examination administered by the Human Resources designee shall receive one hundred dollars (\$100) per month for the use of a second language in the performance of their job.

### **Longevity Bonus**

The City agrees that employees covered by this agreement shall receive an annual longevity bonus at the end of each fiscal year based on years of service. "Years of service" shall be defined as the time spent employed by the City of Pico Rivera as a full-time regular employee. The Longevity Bonus shall be paid in a lump sum the first full pay period following the employee reaching the years of service milestones listed below:

- |  |         |
|--|---------|
| ○ After 5 Years of Full-Time Regular Employment  | \$300   |
| ○ After 10 Years of Full-Time Regular Employment | \$500   |
| ○ After 15 Years of Full-Time Regular Employment | \$750   |
| ○ After 20 Years of Full-Time Regular Employment | \$1,000 |

It is understood that the Longevity Bonus is a one-time lump-sum payment provided as per the schedule above, on the first full pay period of the fiscal year, and shall not be considered "PERSable" compensation as defined by California Code of Regulations Section 571 et al.

### **ARTICLE 14 OVERTIME**

Authorized overtime is when a Fair Labor Standards Act (FLSA) non-exempt employee, at the request of the supervisor with Department Director approval, works in excess of a normally scheduled workday or in excess of the normally scheduled work hours in a work week.

Unauthorized overtime is any time worked in excess of a normally scheduled workday or in excess of the normally scheduled work hours in a work week without supervisory approval. Unauthorized overtime is prohibited.

#### **Distribution of Overtime**

The City shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an office, operational unit or work group with consideration given to City need and employee availability in making the distribution. Upon reasonable notice, an employee shall be required to work overtime as needed. If an employee is not available for an overtime assignment it shall be without prejudice in consideration of that employee for subsequent overtime assignments.

#### **Hours Worked**

For the purpose of FLSA, "hours worked" include:

- a. Actual hours worked - all the time during which an employee is required to be on employer's premises on duty or at a prescribed workplace.
- b. Time during which an employee is excused from work because of a paid holiday.
- c. Time during which an employee is excused from work because of jury duty.

- d. "Additional sick leave" also referred to as "sick personal leave" hours (accrue limited to twenty-four (24) hours per year).

"Hours worked" do not include:

- a. Time during which an employee is excused from work because of an unpaid holiday.
- b. Paid leave time, including compensatory time off.

#### **Compensation for Overtime**

1. Compensation for FLSA non-exempt employees for overtime worked shall be at time and one-half (1 ½) the hourly rate in effect at the time such overtime service is rendered when the employee has worked in excess of forty (40) hours of a full regularly scheduled work week. Work week is defined as midday Friday to the following midday Friday unless otherwise defined for that employee.
2. Compensation for non-exempt FLSA employees who work in excess of the regularly scheduled workday but do not work in excess of forty (40) hours of the regularly scheduled work week shall be at the straight time hourly rate for those hours worked in excess of the regularly scheduled work day. Time and one-half shall be paid only after the employee has also worked in excess of and has satisfied the regularly scheduled work week requirement.
3. Compensation for overtime worked may also be in the form of compensatory time off which shall be credited at the rate of which straight time or time and one-half, whichever is appropriate with 1-2 immediately above.
4. The Department Director, taking into account the stated preference of the employee, will determine whether overtime will be compensated as pay or compensatory time off.
5. Employees may earn a maximum of sixty (60) hours of compensatory time off and any additional overtime compensation will be paid to the employee.

#### **Use of Compensatory Time-Off**

An employee who requests the use of accumulated compensatory time off will be permitted to use such time within a reasonable period after making the request unless use of the compensatory time off will unduly disrupt the operations of the department. Compensatory time off shall be available for use as soon as it is earned.

**ARTICLE 15  
LAY-OFF PROVISIONS**

1. General Statement - The City Manager may lay-off an employee whenever it is deemed necessary due to lack of work, lack of funds, or elimination of a position. Whenever a lay-off becomes necessary, preference will be given to retaining full-time employees whenever possible taking into account the operational needs of the City and in accordance with the provisions below. The City shall Meet and Confer on the impact of the lay-off(s) with designated bargaining unit representative(s) pursuant to the Meyers-Miliias-Brown Act (MMBA).
2. Order of Separation - All non-permanent employees in the affected job class(es) shall be laid off before any full-time, permanent employees, and in the following order:
  - a. Emergency (At-Will)
  - b. Provisional (At-Will)
  - c. Temporary (At-Will)
  - d. Part-Time/Hourly (At-Will)
  - e. Probationary (Non-Permanent, At-Will)

The inclusion of part-time/hourly personnel in this order of separation does not entitle them to any benefits accorded to full-time permanent employees.

3. Separation of Full-Time Regular Employees - All lay-offs in a specified job class due to the lack of work, lack of funds, or elimination of a position shall be based on seniority in total full-time City service and shall be in the reverse order of seniority. That is, the employee in the affected job class with the least total City service shall be laid-off first. Service seniority is defined as the length of service with the City as a full-time employee.

Whenever service seniority is equal, the following criteria shall be applied in the indicated order:

- a. Service within that job series
- b. Job Performance based on total City service
- c. Drawing of lots

“Job Series” is defined as:

A group of represented job classes which perform substantially the same or similar work; consists of a series of job classes based on education, experience, specialized skill or certification. Salary ranges within and between job classes in a “job series” may differ and be higher or lower depending on the class. Management retains the right to determine which job classes constitute a “job series”.

4. Reduction in Status/Displacement Rights-

- a. Any employee scheduled to be laid off due to lack of work, lack of funds or elimination of position, may, not later than five (5) working days after notice of layoff, request to displace (“bump”) an employee in a lower job class within the job series provided the laid off employee has greater overall City service seniority than the employee in the lower job class and is qualified by education and/or experience for such a position. If there is more than one employee who is qualified for such appointment(s), the “bump” shall be based on seniority, with the employee with the highest seniority offered the position first, then the next highest etc. If the employee(s) have the same seniority, then the procedure for breaking ties set forth above shall apply.
- b. Employees may revert to positions outside of the job series when they have served in the respective position outside the job series for a minimum of six (6) months; and there is a vacancy or an incumbent in such position who has less overall City seniority than the employee requesting the reassignment in lieu of lay-off.
- c. The employee displaced as a result of being “bumped” shall be considered laid off for the same reason as the person originally displaced. The same displacement rights shall be afforded.

5. Salary Placement - An employee(s) who accepts an appointment to a lower job class or a position outside the job series as a result of a lay-off and/or a displacement (“bump”) shall be placed on the step of the salary range of the new job class which most closely corresponds to, but in no case exceeds, the salary step of the previously held position.

6. Notification - The laid off employee shall be given written notice of lay-off not less than thirty (30) calendar days prior to the effective date of the lay-off. The employee laid off or displaced as a result of another employee’s reversion to a lower job class or position outside the job series shall receive written notice of lay-off not less than twenty (20) calendar days prior to the effective date of such action. This will continue until the person with the least seniority is laid off.

7. Order of Recall - Employees who have been laid off shall be placed on an appropriate lay-off/reinstatement list for one and one-half (1 ½) years according to the date of separation and job class of position. The list shall be used by the appointing officer when a vacancy exists for the job class or position of former employment. The specifications and requirements of the job class shall not be changed during that one and one-half (1 ½) year period. Recall from lay-off shall be in the reverse order of lay-off within the class and in accordance with the reinstatement list compiled for such purposes.

8. Separation Benefits - The laid off employee will be entitled to separation benefits and pay as follows:
- a. Depending on operational needs, the Department Director may require the employee to continue working during the thirty-day notice period. At the time the lay-off becomes effective, the employee will be offered Consolidated Omnibus Budget Reconciliation Act (COBRA) coverage for medical, dental and vision as required by law. The employee's name will also be placed on the reinstatement list.
  - b. Depending on operational needs, the Department Director may place the employee on paid leave during the thirty (30) day notice period. At the time the lay-off takes effect, the employee will be offered COBRA coverage for medical, dental and vision as required by law. The employee's name will also be placed on the reinstatement list.
  - c. Employees who elect resignation in lieu of lay-off within the five (5) working-day "bumping" election period, shall receive three (3) months salary and may elect COBRA coverage for medical, dental and vision. The employee agrees to waive all rights to reinstatement from the laid off position. A resignation becomes final when the Department Director or Human Resources Director receives written notice of resignation. Said resignation cannot be rescinded.
  - d. Employees who elect to retire within the five (5) working-day "bumping" election period in lieu of lay-off, shall receive three (3) months salary, medical benefits paid by the City if eligible, and may elect COBRA coverage for dental and vision. The employee agrees to waive all rights to reinstatement from the laid-off position.
9. Notice of Recall - Employees to be laid off shall submit to Human Resources their address at the time of separation and be responsible for submitting written notification of any address changes to Human Resources. Notice of recall from lay-off shall be by return-receipt requested mail and shall specify the date for reporting to work, which shall not be less than fourteen (14) calendar days from the date notice is received. Notice shall be deemed to have been received when sent to the last known address on file with the City and delivery is certified by the Postal Service. Notice of recall will also be forwarded to the respective employee organization.

Upon receiving notice, the laid off employee shall have fourteen (14) calendar days in which to accept or decline in writing the recall opportunity. If the employee fails to respond in writing within fourteen (14) calendar days of recall, the City will proceed to the next senior person on the reinstatement list and follow the same notice and response procedure. The process will continue through the list until recall needs are met, the list is exhausted or the one and one-half (1 ½) year period expires. Any employee who refuses recall, fails to respond to the recall notice within the maximum fourteen (14) calendar days, or fails to report on the prescribed date, waives all remaining rights to recall and reinstatement as an employee.



10. Reinstatement - During lay-off status, no person shall be entitled to accrue any additional benefits, rights, privileges or obligations of employment, nor be entitled to any employer contribution for health, retirement or any other benefit plan, except as may be agreed to in writing or restored upon recall and reinstatement as herein set forth. Employees reinstated under the provisions of this article shall begin accruing benefits at the level that had been attained prior to displacement.

The probationary status of any employee who is interrupted by lay-off must be completed upon reinstatement; however, where the probation has been interrupted by lay-off for a period of six (6) months or more a new probationary period of not less than ninety (90) days will be required in all cases; as well as in situations where recall is to a class or department different from that in which the individual was displaced by lay-off.

11. Restoration of Benefits - Any employee who has been laid off and who is reinstated in a permanent position within one and one-half (1 ½) years from the date of lay-off shall receive the following considerations and benefits:
- a. All seniority held at the time of lay-off shall be restored;
  - b. All prior active City service time (full-time) shall be credited for the purpose of determining benefits such as vacation accrual rates and service awards.
12. Assignment of Duties to Another - The duties performed by any laid off employee may be assigned to any other employees holding positions in appropriate classes.

## ARTICLE 16 TYPES OF LEAVE

### Sick Leave

Sick leave with pay is granted to all permanent, probationary and provisional employees. The following are details of the sick leave provision:

- a. Sick leave allowance is eighty one (81) hours per year, accrued at three point one two four (3.124) hours of sick leave each pay period.
  - b. The maximum number of hours available for cash payment per year is eighty-one (81) hours.
1. Use - An employee's sick leave and/or compensatory time accruals can be used for an illness or medical appointment of an employee or family member as well as for any unexpected absence. This should be done at the employee's discretion, keeping in mind that the use of sick leave rather than other available leave may impact future leave availability when needed.

SEIU 721 – FULL-TIME EMPLOYEES  
MEMORANDUM OF UNDERSTANDING  
July 1, 2021 – June 30, 2024  
Page 22 of 55

2. Physician's Certificate - An employee may be required to provide the supervisor or Department Director with a physician's certification of illness or a release to return to work. An employee injured off the job shall be required to provide a physician's release to return to work.
3. Accumulation - Up to eight hundred (800) hours of sick leave may be accumulated during the course of employment with the City. If an employee's sick leave is exhausted, the employee may use vacation time for illness but only after a full work-day advance request and with the approval of the supervisor and Department Director. Vacation leave, under any circumstance, may not be used for single day illnesses. If an employee has no paid leave time accumulated or has paid leave time but wishes not to use it, he/she must take leave without pay or any other leave otherwise provided by law.
4. Cash Payment - Once each year, coinciding with the first full pay period ending in June, each employee may choose to take any or all of the fiscal year's accumulated sick leave as cash provided it does not exceed eighty-one (81) hours. Per California Labor Code, sick leave is paid at the employees rate of pay at the time of pay out (i.e., the employee's pay rate during the first full pay period ending in June). The balance of the sick leave may be left on the books as time. The time remaining on the books may only be taken as cash when the employee terminates employment.
5. Credit Upon Separation - Employees who separate from employment with the City may be paid the salary equivalent of all accrued sick leave prior to the effective date of termination. Sick leave is paid out at the employee's rate of pay at time of separation. Accumulated sick leave may also be converted to service credit with CalPERS at the time of retirement, subject to CalPERS law. A choice of either sick leave as service credit or cash-out of sick leave will be given.

**Additional Sick Leave**

Twenty four (24) hours of additional sick leave is granted to all permanent, probationary and provisional employees. Additional sick leave does not roll over or accumulate, and cannot be taken as a cash payment. Additional sick leave cannot be cashed out upon separation.

### Vacation

All employees are entitled to annual vacation leave with pay. A Department Director may approve or deny a vacation request if the employee has no accrued vacation.

Length - The maximum amount of annual vacation leave accrual that an employee is entitled to depends upon years of service as indicated below:

- One through four years 88 hours (3.385 hours per pay period)
- Five through nine years 128 hours (4.923 hours per pay period)
- Ten years through nineteen years 168 hours (6.462 hours per pay period)
- Twenty years or greater 208 hours (8.000 hours per pay period)

Accrual - Vacation leave will begin accruing immediately upon the employee's official start date.

Credit Upon Separation - Employees who separate from employment with the City shall be paid the salary equivalent of all accrued vacation leave earned prior to the effective date of termination. Vacation leave accrued is paid at the employee's rate of pay at time of separation from employment.

Schedules - Each department will keep and monitor the vacation schedule of its employees. For vacation requests exceeding one day, the employee shall request vacation time in writing at least seven (7) days in advance of the time desired. For leave request amounts of one day or less, twenty-four (24) hour notice is sufficient. All vacation leave requests will be signed by the employee and must be approved by the employee's supervisor and/or Department Director to be valid. Acceptance of the request does not constitute approval. Department Directors and Supervisors have the authority to deny requests. The Department Director will determine the vacation schedule with due regard for the wishes of the employee and the needs of the department subject to the MOU. If more requests are received for the same period at the same time then seniority may be used in granting the request. In the event a vacation request is denied, the reason for the denial shall be provided in writing.

Accumulation - Vacation leave may be accumulated to a maximum of three-hundred and twenty (320) hours. Hours in excess of three-hundred and twenty (320) hours will automatically be paid out to the employee annually on the first pay date of December.

Vacation Cash Out - Annually, on the first pay date in December, an employee may opt to cash out any or all vacation hours that exceed one-hundred twenty (120) hours. If a cash out is elected, a minimum balance of one-hundred twenty (120) hours must remain on the books. Vacation leave will be paid at the employee's rate of pay in effect the first pay date in December.

At the request of the eligible employee, emergency payouts may be approved throughout the year without the minimum balance requirement. Employees must submit a written

SEIU 721 – FULL-TIME EMPLOYEES  
MEMORANDUM OF UNDERSTANDING  
July 1, 2021 – June 30, 2024  
Page 24 of 55

request describing the reason for the emergency payout to their Department Director, with all request requiring final approval by the City Manager.

An emergency is defined as follows:

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

The City Manager's decision is final.

### Holidays

The City recognizes twelve (12) holidays per year. Holiday pay will accrue as the Holiday passes. Employees will receive the number of holiday hours they normally would have been scheduled to work. For example, employees on a 4/10 work schedule will receive 10 hours of holiday pay for each holiday. The City will recognize the following holidays and observe each holiday during the regular Monday-Thursday work week. The Human Resources Department will publish a Holiday Calendar in January of each year, noting the day the holiday will be recognized by the City. Should a City-recognized holiday fall on a Friday, the observation will fall on the previous Thursday. Should it fall on a Saturday or Sunday, the observation of the holiday will be the following Monday.

<b>Holidays</b>
New Year's Day
Martin Luther King Day
President's Day
César Chávez Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day (observed)
Thanksgiving Day
Day After Thanksgiving (observed)
Christmas Day (observed)

### **Bereavement Leave**

A three (3) day bereavement leave shall be granted to full-time employees for a death in the immediate family. The immediate family shall be defined as parents, step-parents, stepbrother/sister, step-children, mother/father-in-law, brother/sister-in-law, spouse, brother/sister, children, grandparents, grandchild, step-grandchild, court-appointed or other verifiable guardian. Bereavement leave shall not be charged to the employee's sick or vacation leave balance. Upon request and with supervisory approval, a day of vacation may be added to bereavement leave to accommodate personal or travel need.

### **Catastrophic Leave**

**Purpose** - Catastrophic leave is a leave sharing program intended to allow employees to voluntarily donate accrued leave to other eligible employees for the employee or the care of a spouse, parent or dependent child of an employee suffering from a catastrophic illness or injury. A catastrophic illness of an employee is any non-occupational medically verifiable illness or injury of such serious nature as to require long-term absence from work. Catastrophic illness of a family member shall be defined as those medically verifiable illnesses or injuries which are of such serious nature as to require long-term and/or full-time care by the employee. Family members are defined as the employee's spouse/domestic partner, parent, parent-in-law, child, or other person for whom the employee is legal guardian. Catastrophic illness leave shall be additional paid leave available from vacation, sick or compensatory leave donated by other City employees to a specific qualified employee.

### **Eligibility -**

1. An employee (recipient) may be eligible to receive and use donated leave if he or she, or their family member, has a catastrophic illness as defined above.
2. The employee must produce competent medical verification of the illness or non-work related injury satisfactory to the City.
3. The employee must have a minimum of one year of service with the City.
4. The employee must have exhausted all paid leave, including but not limited to sick leave, vacation, and compensatory time.
5. In order to receive and use donated leave, an employee must not be receiving any other salary continuation benefits such as disability benefits.
6. No more than four-hundred eighty (480) hours per twelve (12) month period from date of catastrophic leave approval may be received by the employee.
7. The employee must complete the Catastrophic Illness Donation Request Form and submit the form to the employee's Department Director and City Manager for signature. The Human Resources Director will certify that the employee is eligible to participate in the catastrophic leave donation program.

### **Donor Employee Eligibility -**

1. The employee must have an accrued vacation leave balance of at least forty (40) hours after the donation of vacation time. Employees may donate all of their compensatory time.
2. The employee must complete the Catastrophic Illness Donation Form.

Conditions for Making Leave Donations -

1. Donations must be in whole hours and the amount of hours an employee wishes to donate shall be at his/her own discretion on the condition the employee meets the leave balance minimums.
2. Donor names will be kept confidential.
3. All time donated will be credited on an hour-for-hour basis, regardless of hourly pay differentials between donating employee and recipient.
4. All donations shall be voluntary and at the discretion of the donor employee and once processed are irrevocable once leave hours are transferred to the recipient.

How to Apply for or Donate Leave -

1. An employee who qualifies for catastrophic illness leave shall complete the Catastrophic Illness Donation Request Form and submit it to the Department Director who shall, in conjunction with the City Manager and Human Resources Director, review it for approval or denial.
2. Upon approval, donor employees shall complete the Catastrophic Illness Donation Form indicating a willingness to donate vacation leave, sick leave or compensatory time and the amount of said time to be donated. The completed form should then be forwarded to payroll.
3. Subsequent to the receipt of the leave donation forms and the determination of the total hours donated, Payroll shall credit the recipient employee's sick leave balance on a biweekly payroll basis. An employee who is receiving catastrophic illness leave donated by other employees shall be allowed to accrue vacation and sick leave while in that status; however, all accrued leave shall first be used prior to the use of donated leave time.
4. Donations not used by recipient will be returned to donors proportionately.

Solicitation of Donations - Human Resources will notify City employees that the recipient employee is eligible to receive voluntary donations of accrued vacation, sick and compensatory time. Human Resources will not release any medical information regarding the recipient employee or his or her family member.

Contact Information - Questions about Catastrophic Leave should be directed to Human Resources.

Jury Duty

Payment for jury duty service will be limited to ten (10) days. If an employee is assigned to a trial within the first ten (10) days of jury service, the employee's time to complete the trial will be paid by the City.

**ARTICLE 17  
INJURY-ON-DUTY**

City employees must immediately report on-the-job injuries to their supervisor. The City shall conform to Workers' Compensation Law of the State of California in effect at the time of injury. Employees may receive information on Workers' Compensation Procedures from the Human Resources Department.

When a waiting period is required in order to begin Workers' Compensation benefits, an injured worker may use available accrued leave time. The day of the employee's injury shall be compensated by the City at the employee's normal rate of pay. Following the waiting period, an injured worker on total temporary disability will receive the State mandated Worker's Compensation rate, the employee shall make up the difference between the State mandated rate and her/his base pay by utilizing available leave time.

If an injured worker has exhausted all available leave, continues to receive Workers' Compensation benefits and is medically unable to return to work, the City shall compensate the injured worker the difference between the State mandated benefit and eighty percent (80%) of the employee's base pay for a period not to exceed ninety (90) days from the date leave is exhausted.

**ARTICLE 18  
UNIFORMS**

For those full-time employees who are required to wear a City uniform, the City shall pay the costs associated with the provision and maintenance 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, the uniform must be worn while on duty.

City-paid time shall not be used for purchase of uniform equipment.

This policy has been formulated to ensure that uniformed City employees display a professional appearance at all times. It is the joint responsibility of all Department Directors, Supervisors, Coordinators and employees to ensure that this policy is maintained and enforced on a consistent basis regardless of Department or Division assignment. A uniform is deemed in compliance when worn in accord with this policy at the beginning of each workday. Allowances will be made for the wear and tear caused by daily work assignments.

- a. When a uniform is provided by the City, the City shall pay the costs associated with provision of uniforms. The City shall be responsible for laundering of rented uniforms only. Other than that, the employee shall be responsible for cleaning of uniforms not rented by the City, with the understanding that uniforms must be clean and well-kept at the beginning of each workday. When employment with the City ends, the employee is responsible for returning all uniforms and accessories.

- b. No logos/insignias of athletic teams, commercial products or companies may be worn at any time. The design of clothing must not interfere with free ease of movement and shall not present a safety hazard. Shirts are to be tucked in, and kept buttoned at all times. It is permissible to keep the top two (2) buttons undone. City seals or logo patches are not to be used on non-City issued attire.

Any shirt, i.e. undershirt or thermal wear, worn under the City-issued uniform shirt shall only be white in color, no writing or insignias are to be visible, and the sleeve of any undershirt shall not be visible. In the case of thermal wear, off-white or cream color is permitted. The City will make known to employees any discounted rate available on the purchase of cotton undershirts.

Caps are to be worn with the brim forward. During cold or rainy weather, employees may wear own knit caps or similar head gear made of high visibility material for protection from the elements. The knit cap, its color and how it is worn is subject to Supervisor's discretion as to appropriateness. Logos/insignias on knit caps are not permitted.

- c. While in the public right-of-way, and in other areas designated by the supervisor, work orange vests of high visibility material, with reflector tape and City seal, are to be worn over shirts and jackets of employees at all times whose uniform does not include an orange shirt. This same type orange vest may be worn over orange shirts as safety dictates. The color of the work vest is at the discretion of the Director of Public Works and must meet the latest in safety standards set by the Occupational Safety and Health Administration (OSHA).
- d. Uniforms may be worn on the way in to work but shall not be worn in public after work hours. Employees who are provided with lockers will have five (5) minutes at the end of the workday to change from their uniform (shirt, jacket, hat) into their own clothes. Employees who do not have access to lockers will be allowed to wear their uniform only on the trip home. City issued jackets without City seal or logo may be worn home. Employees are not to wear uniforms when attending after hour City-paid classes or training.
- e. Supervisors will determine when the replacement of uniform components is necessary. Replacement uniform components will not be issued until employees return their used ones.



- f. Lost pieces of a uniform shall be replaced at the employee's expense via payroll deduction. However, the City shall provide a onetime free replacement for a lost hat. Uniforms being returned by Cintas (uniform company) to the cage area at the City Yard will be kept locked until the end of the workday. Employees are responsible for immediately reporting to their Supervisor any uniform pieces that are not returned from Cintas.
- g. Any employee arriving at work in non-compliance with the Uniform Policy shall be sent home, on his/her own time, to change into appropriate attire. Further violations could result in disciplinary action.
- h. Deviation from this policy will be permitted only on a case-by-case basis with Department Director approval.

The following section outlines the uniform requirements for specified classifications:

#### **Public Works Department**

**Field personnel** – City-issued brown pants, long and short sleeved polyester orange shirts; short sleeved one hundred percent (100%) cotton orange shirts; orange jacket with name patch, yellow fleece jacket with reflective stripes; brown baseball style cap with City logo and straw hats. Hats other than the brown cap are allowed for City verified medical reasons only. Accessory items include City issued safety gloves, goggles, reflector vest of high visibility material, and rain gear (slicker, pants and boots). Ear protection, coveralls and back support will be provided as needed as determined by the Supervisor.

**Customer Service/Water Division, Public Works Inspector**– City-issued brown pants; tan short and long-sleeved polyester button shirts; tan one hundred percent (100%) cotton short-sleeved shirts; orange jacket with name patch; yellow fleece jacket with reflective stripes, brown baseball style cap with City logo. Hats other than the brown cap are allowed for City verified medical reasons only. Accessory items include City issued safety gloves, goggles, reflector vest of high visibility material, rain gear (slicker, pants and boots). Ear protection and back support will be provided as needed as determined by the Supervisor.

**Building Inspectors** –Khaki pants, polo shirts of various colors with City logo, long sleeve button shirts with City logo, sweater and windbreaker with City logo. Hard hats and belts are allowed as approved by the Director of Community & Economic Development. Accessory items are rain gear (slicker, pants and boots). Safety gloves, goggles, orange reflector vests, back support and ear protection will be provided as needed as determined by the Supervisor.

**Community and Economic Development Department**

**Parking Enforcement Officers** –Navy blue pants; light blue short and long-sleeved shirts; navy blue, quilted jackets; navy blue baseball caps and navy blue visors with City logo; and waterproof boots. Waterproof boots will be replaced with Supervisor approval. Accessory items include a slicker, safety gloves, goggles, ear protection, back support and an orange reflector vest to be issued as needed as determined by the Supervisor. Employees may wear their own windbreakers of a solid navy color, subject to Supervisor’s approval.

**Code Enforcement Officers and Building Inspectors** –Khaki pants, polo shirts of various colors with City logo, long sleeve button shirts with City logo, sweater and windbreaker with City logo. Hard hats and belts are allowed as approved by the Director of Community and Economic Development. Accessory items are rain gear (slicker, pants and boots). Safety gloves, goggles, orange reflector vests, back support and ear protection will be provided as needed as determined by the Supervisor.

**Foot Wear Allowance**

The City agrees to provide protective footwear and/or footwear accessories to the following personnel: Public Works Field Operations, Parking Enforcement Officers, Neighborhood Improvement Officers, and Building Inspectors with the exception of the following: Office Staff, and Crossing Guards.

Employees who use the protective footwear shall receive a maximum of two (2) pairs of footwear per year every six (6) months, beginning with each employee’s anniversary date. 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 work shoes and/or footwear accessories is two hundred dollars (\$200) per pair. Any employee issued protective footwear shall wear such shoes at all times during work hours.

**ARTICLE 19  
JOINT LABOR-MANAGEMENT COMMITTEE**

The City and Union may, from time-to-time, create a Joint Labor-Management (JLM) Committee. The purpose of the Committee will be to discuss issues of concern to both the Union and the City which do not relate to modification(s) of the MOU and the Committee will meet as needed by mutual agreement of the parties.

During the term of this memorandum of understanding, the parties agree to form one or more committee(s) to discuss relevant issues. All actions taken or recommended by the JLM are non-binding unless otherwise specified in a written agreement which has been approved by an authorized SEIU 721 staff member. The parties shall mutually agree to the format of the JLM committee(s).

## **ARTICLE 20 SAFETY COMMITTEE**

The City recognizes its statutory obligations to provide a reasonably safe working environment. The Union likewise recognizes the obligation of its members to properly utilize City-provided equipment in the performance of duties and to observe all injury prevention rules and regulations adopted by the City. It is the duty of unit members and/or stewards to promptly report perceived unsafe working conditions to an immediate supervisor, with the immediate supervisor then having a duty to bring the employees' stated concerns to the attention of an individual having authority to remedy any actual hazardous condition of employment.

The City shall utilize reasonable measures to provide appropriate training to unit members in order to allow for safe operation of tools and equipment by the affected unit members. Management shall not knowingly require an employee to perform an assignment for which reasonable training and/or safety equipment have not been provided.

The Safety Committee shall consist of a cross section of employees from various jobs and departments from within the City. Human Resources and Risk Management shall facilitate the activities of the Safety Committee and will meet monthly or sooner if needed to establish health and safety guidelines ensuring safety practices meet industry standards and guidelines. The safety committee shall, among other appropriate subjects, analyze industrial accidents and near-accidents occurring during the preceding quarter. The analysis shall address and result in recommendations to management for improvements/modifications to: 1) equipment, 2) training, 3) safety-related staffing and 4) other matters relevant to the creation and preservation of a reasonably safe working environment.

## **ARTICLE 21 UNION BUSINESS**

### **Union Bank of Hours**

The City agrees to maintain a bank of hours available for union activity at one hundred (100) hours per fiscal year (July 1 through June 30). A formal notification shall be given to the Human Resources Department on July 1 of each year of the names of duly appointed union representatives and at any time thereafter when an addition or deletion of the list is made.

Those items charged to the Bank of Hours shall be routine Union business, including grievances and appeal hearings. An appropriate pay code shall be used on employee timesheets to indicate hours chargeable to the Bank of Hours.

Union business not charged to the Bank of Hours shall be tracked for time spent in these activities: MOU negotiations and Meet and Confers. Employees engaged in these activities shall use the appropriate designated pay code on timesheets to indicate Union activity.

Union shall provide City with a tentative list of trainings at the beginning of each fiscal year. Union shall inform City of training no less than fourteen (14) days prior to training date. No more than one (1) Shop Steward from each department and no more than three (3) Shop Stewards total City-wide shall attend a training or Union event at any given time. Only the Chief Steward shall attend a training or Union event for more than one (1) consecutive business day.

#### **Procedure for Use of Union Bank Hours**

1. Three (3) days prior, or within a reasonable amount of time, the Union Steward must notify, in writing, the Human Resources Department and the Department Director of each department that will have employees in attendance of the time, location and approximate duration of the Union meeting.
2. The Human Resources Department will be responsible for maintaining the count of all hours used.
3. The Department Director/Supervisor shall retain discretion in permitting, denying or delaying leave for said business given workload or work scheduling conflicts. No request shall be unreasonably denied.

#### **Provision of Unit Membership List**

Upon request by the Union, the City shall provide unit representatives with a list consisting of:

- a. Name of each unit member
- b. Each unit member's class title, work location and last known residence address

#### **Use of City Facilities**

City-owned and/or operated properties/facilities shall be made available to the Union for conduct of membership meetings so long as reasonable advance notice of such request is provided to the Human Resources Department. Any such request to utilize City facilities shall state the exact purpose of the meeting which shall be conducted at the City facility. The City facility shall not be utilized for fund-raising purposes, for political presentations by elected officials or candidates for offices in local, state or federal government.

To the extent, if any, that the City requires proof of insurance, monetary deposits and/or other payments of set-up and knock-down costs when making facilities available to the public in general, those same duties and obligations shall be borne by the Union.

#### **Bulletin Boards**

The City shall make reasonable wall-space available for reasonable placement by the Union of Union-supplied bulletin boards. One such bulletin board shall be situated at City Hall, in the Public Works Department, and at any additional recognized work site that is separate and distinct from City Hall. The bulletin boards shall be placed in a location not accessible or visible to the general public. There shall be no posting on the bulletin board of materials which constitute personal attacks upon City employees of any classification.

### **ARTICLE 22 GRIEVANCE AND APPEALS PROCEDURE**

#### **GRIEVANCE PROCEDURE**

##### **Section 1: Definitions**

A grievance is defined as any dispute concerning the interpretation or application of the MOU, the Personnel Rules and Regulations, City policies, governmental regulations, or departmental rules and regulations governing personnel practices or working conditions applicable to permanent employees covered by the MOU.

The general purpose of the grievance procedure is to resolve disputes, differences of opinions, and interpretations informally at the earliest point possible.

The grievance procedure is not intended to be used for:

- a. challenges to the agreed upon outcome of a Meet and Confer process;
- b. cases of reduction in pay, demotion, suspensions, or termination resulting from disciplinary action.

A grievant is an employee or group of employees adversely affected by an act or omission of the employer. Information regarding Disciplinary Actions, both Minor and Major, can be found in Article XVI of these Rules & Regulations.

Nothing in this grievance procedure shall be construed as applying to matters for which an administrative remedy is otherwise provided for by the City Personnel Rules and Regulations.

##### **Section 2: Rights and Responsibilities**

At Steps 2, 3 and 4 as found in Section 4, the grievant may be represented by him/herself, the Union, and an attorney or one representative of the grievant's choice. If the representative is a fellow employee, that employee will receive time off from his or her work assignment for only the time of the grievance meeting or hearing. Within one day

prior to the grievance meeting, the employee shall inform the party hearing the grievance of whether he or she shall be represented at the grievance meeting and shall identify the representative.

No immediate family member or City employee who is a family member shall represent another family member in a disciplinary investigation, grievance procedure or appeal.

When necessary, employee may have more than one (1) representative per division of a department.

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

### Section 3: Specifics of the Grievance

In filing a grievance, the employee should set forth the following information; said information must be submitted in writing beginning with Step 2:

- a) the specific section of the MOU, Rules and Regulations, City policies or law allegedly violated, misinterpreted or misapplied;
- b) the specific act or omission which gave rise to this alleged violation, misinterpretation or misapplication;
- c) the date or dates on which the violation, misinterpretation or misapplication occurred;
- d) documents, witnesses or other evidence supporting your position; and
- e) the remedy requested.

### Section 4: Procedure

An employee who wishes to file a grievance must do so within ten calendar days of when the employee became aware of the circumstances that gave rise to a grievance.

#### Step 1. First Level of Review

**Informal:** The employee shall first discuss the grievance with the immediate management supervisor on an informal basis in an effort to resolve the grievance. Said grievance shall be considered waived if not so presented to the immediate management supervisor within ten calendar days following the day when the event upon which the grievance is based occurred.

**Formal:** The immediate management supervisor may require that the employee submit the grievance in writing. Similar grievances submitted by more than one employee may be consolidated by management into one or more separate grievances.

The immediate management supervisor shall respond in writing within seven calendar days following the meeting with the employee. Failure to respond within such time limit shall entitle the employee to process the grievance at the next step.

Step 2. Second Level of Review

If the grievance is not settled at Step 1, the employee may proceed to Step 2 by serving a written notice of the grievance on a form provided by management to the Department Head, within five calendar days of receipt of the grievance response at Step 1. Failure of the employee to serve such written notice shall constitute a waiver of the grievance. If such written notice is served, the Department Head may meet with the employee and a written decision or statement of facts and issues shall be rendered to the employee and representative of the employee's choice, if any, within ten calendar days from the date of service. Failure of management to respond within such time limit shall entitle the employee to process the grievance at the next level of review.

Step 3. Mediation As Optional Dispute Resolution.

If a grievance is not resolved after review by the Department Head, the Union and the City 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 5 calendar days of the Department Head's response. If the parties mutually agree to use this option they shall meet within 10 calendar days to request a mediator from the State Board of Mediation or as soon as a meeting can be scheduled.

Step 4. Third Level of Review

If the grievance is not settled at Step 2 or Step 3, the employee may proceed to Step 4 by serving written notice of the grievance to the City Manager within five calendar days following receipt of the grievance response at Step 2 or Step 3. Failure of the employee to serve such notice shall constitute a waiver of the grievance. If such notice is served, the grievance shall be reviewed by the City Manager or that person's designee within ten calendar days. The City Manager or designee may afford the parties an opportunity to present oral or written arguments on the merits of the grievance and shall render to the employee and representative of the employee's choice, if any, a written decision within ten calendar days from the date said arguments were submitted. The decision of the City Manager shall be final.

**ARTICLE 23  
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 thirty (30) days from June 1 to June 30 annually when an employee may withdraw his/her membership for the Union. However, any employee in a represented classification that wishes to, may join the Union at any time during the year. Employees must be notified in writing that enrolling in the Union commits them to membership and payment of dues until the end of that current fiscal year.

The Union agrees to indemnify and hold the City harmless against all liabilities arising from any and all claims, demands, suits, or other actions relating to the City's implementation of either this Article or request 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.

**Dues Deduction**

Each pay period, the City shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; residential address; worksite address and specific work location (if different from worksite address); work and personal email address (if available); work phone number; personal cell phone number (if available); employee hire date; employee job classification; employment status (ex: active, unpaid leave of absence, etc.); work status (ex: full time, part time, hourly, seasonal, etc.); annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to [dues@seiu721.org](mailto:dues@seiu721.org) within thirty (30) business days of each payday.

Each pay period, the Union shall provide the City with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE amounts and other deductions and the deduction amounts. The City shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within thirty (30) business days of each payday. The City shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to [dues@seiu721.org](mailto:dues@seiu721.org) within thirty (30) business days of each payday.



Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's registered political action committees. The City shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the City with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the City's by the next full pay period cycle.

Service Employees International Union Local 721 shall indemnify and hold the City, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the provisions herein.

**ARTICLE 24  
MANAGEMENT RIGHTS**

The City and Union agree that the City retain and have 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 the MOU, the exclusive decision-making authority to:

1. Determine and modify the organization of City government and its constituent work units.
2. Determine the nature, standards, levels and mode of delivery of services to be offered to the public.
3. Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
4. Determine whether goods or services shall be made, purchased or contracted for.
5. No bargaining unit employee shall be laid off, demoted or suffer loss of pay or benefits as a result of the contracting out of work. The parties agree to meet and confer as required by law on matters relating to wages, hours or working conditions. Said provisions will apply except for contracts required by bona fide emergencies.
6. Direct employees, including scheduling and assigning work and overtime.
7. Establish employee performance standards and require compliance therewith.
8. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of applicable law.

9. Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons.
10. Implement rules, regulations, and directives consistent with law and the specific provisions of the MOU.
11. Take all necessary actions to protect the public and carry out its mission in emergencies.

Should the exercise of these management rights impact employees' wage, hours or working conditions, City agrees to meet and confer with Union pursuant to State law. Except as provided or within the City's Personnel Rules and Regulations and the existing and effective M.O.U., decisions under this article shall not be subject to the Grievance or Appeal Procedures enumerated in the City's Personnel Rules and Regulations.

#### **Section 1 - Performance Levels**

- a. The Union recognizes the City's right to establish and/or revise performance standard or norms, notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.
- b. Employees who work at less than acceptable levels of performance may be subject to disciplinary measure in accordance with the applicable law.

#### **Section 2 - Supervisory Responsibility**

The Union recognizes the City's right to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions.

#### **Section 3 - Waiver**

Nothing contained herein will be construed as a waiver of the City obligation to meet and confer with the Union on any subject within the scope of the Meyers-Millias-Brown Act.

**ARTICLE 25  
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 26  
MISCELLANEOUS**

**Mandatory Drug Testing For New Employees**

City and Union agree that all new hires shall be required to participate in mandatory drug testing as part of the employee eligibility process, at the time of the post-offer physical examination.

**Last Chance Agreements**

Management reserves the right to utilize Last Chance Agreements when warranted. Examples of conditions when such an Agreement may be utilized include the following:

- 1) When there has been an egregious violation of City Rules and Regulations or Policies;
- 2) As a final effort, before termination, to assist an employee in improving his performance;
- 3) in cases of substance abuse i.e. drugs or alcohol.

Each Last Chance Agreement will be considered on a case by case basis. However, unless otherwise stipulated in the Agreement, the duration of a Last Chance agreement shall not exceed three (3) years, which in all cases shall be the maximum.

**Direct Deposit**

City and Union agree that all current and new employees will be paid through direct deposit.

**ARTICLE 27  
TERM AND EFFECT**

It is understood and agreed that this agreement shall not become effective for any purpose or be binding on either party until approved by the City Council and the bargaining unit membership, and nothing herein shall be construed as obligating the City Council to approve in whole or in part. If the City Council approves in full, then this agreement shall become effective July 1, 2021. 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.

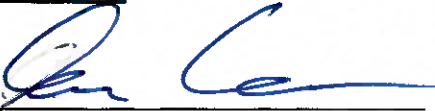
**ARTICLE 28  
NEW EMPLOYEE ORIENTATION**

Representatives of Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted for stewards to participate in the new employee orientations. "New hires" shall be defined to include any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion. The City shall include in their new hire packet and distribute at the new employee orientations: the current Union membership and COPE forms, access to the Memorandum of Understanding (MOU) and the contact information of the Union Representative.

SEIU 721 – FULL-TIME EMPLOYEES  
MEMORANDUM OF UNDERSTANDING  
July 1, 2021 – June 30, 2024  
Page 41 of 55

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 13<sup>th</sup> day of September, 2022.

**FOR THE CITY**



Steve Garmona  
City Manager



Angelina Garcia  
Assistant City Manager



Dr. Monica Sanchez  
Mayor

**FOR THE UNION**

*Kristin Eldridge*

Kristin Eldridge  
SEIU Local 721 Negotiator

Rudy Guevara  
SEIU Local 721 Representative




George Rivera  
Chapter President



Bargaining Committee Member



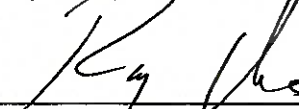
Bargaining Committee Member



Victor Ramos  
Bargaining Committee Member



Bargaining Committee Member – Michael A. Cuellar



Raymond Uribe  
Bargaining Committee Member

**Appendix A  
Classifications**

Account Clerk I  
Account Clerk II  
Account Clerk III  
Accountant I  
Accountant II  
Accountant III  
Administrative Clerk  
Administrative Secretary  
Assistant Engineer  
Assistant Planner  
Associate Engineer  
Building Inspector  
Building Permit Technician  
Case Worker  
Cashier  
Counter Services Representative  
Custodian  
Customer Service Representative  
Data Entry Computer Operator  
Data Processing Assistant  
Digital and Media Assistant  
Duplicating Equipment Operator  
Engineering Drafting Technician  
Equipment Mechanic I  
Equipment Mechanic II  
Equipment Mechanic III  
Facilities Maintenance Worker I  
Facilities Maintenance Worker II  
Facilities Maintenance Worker III  
Housing Programs Specialist  
Maintenance Worker I  
Maintenance Worker II  
Maintenance Worker III/Crew Leader  
Neighborhood Improvement Officer  
Parking Enforcement Officer  
Personnel Assistant

**Appendix A**  
**Classifications (Continued)**

Plan Checker  
Planning Technician  
Public Works Inspector  
Public Works Programs Inspector  
Revenue Collections Assistant  
Secretary  
Water Systems Operator I  
Water Systems Operator II  
Water Systems Operator III

SEIU 721 – FULL-TIME EMPLOYEES  
MEMORANDUM OF UNDERSTANDING  
July 1, 2021 – June 30, 2024  
Page 44 of 55

**Appendix B**  
**Salary Schedule**

FY 2021-2022					
CLASSIFICATION	STEP	STEP	STEP	STEP	STEP
	A	B	C	D	E
Account Clerk I	4036	4238	4450	4673	4907
Account Clerk II	4325	4542	4769	5008	5258
Account Clerk III	4534	4761	4999	5249	5511
Accountant I	5917	6212	6523	6849	7192
Accountant II	6212	6523	6849	7192	7551
Accountant III	6738	7075	7429	7800	8190
Administrative Clerk	4002	4202	4412	4633	4864
Administrative Secretary	4944	5192	5451	5723	6010
Assistant Engineer	7021	7373	7741	8128	8534
Assistant Planner	6341	6658	6991	7340	7707
Associate Engineer	8164	8572	9000	9450	9923
Building Inspector	6029	6330	6647	6979	7328
Building Permit Technician	4525	4752	4990	5238	5501
Case Worker	5311	5576	5855	6148	6455
Cashier	4241	4452	4676	4909	5154
Counter Services Representative	5311	5576	5855	6148	6455
Custodian	3926	4122	4328	4545	4772
Customer Service Rep.	5075	5329	5595	5875	6168
Data Entry Computer Operator	3712	3897	4091	4296	4512
Data Processing Assistant	5446	5719	6004	6304	6620
Digital and Media Assistant	4479	4704	4940	5138	5394
Duplicating Equipment Operator	4297	4512	4737	4974	5223
Engineering Drafting Technician	5222	5483	5757	6044	6347
Equipment Mechanic I	4371	4591	4819	5061	5313
Equipment Mechanic II	4876	5119	5375	5643	5926
Equipment Mechanic III	5362	5631	5912	6208	6519
Facilities Maintenance Worker I	4043	4245	4457	4680	4914
Facilities Maintenance Worker II	4569	4797	5037	5289	5554
Facilities Maintenance Worker III	5181	5440	5713	5999	6298
Housing Programs Specialist	5331	5597	5877	6171	6480
Maintenance Worker I	3871	4064	4268	4481	4705
Maintenance Worker II	4469	4692	4927	5173	5432



SEIU 721 – FULL-TIME EMPLOYEES  
MEMORANDUM OF UNDERSTANDING  
July 1, 2021 – June 30, 2024  
Page 45 of 55

Maintenance III/Crew Leader	4981	5230	5492	5767	6055
Neighborhood Improvement Officer	5467	5741	6028	6329	6646
Parking Enforcement Officer	4309	4524	4750	4988	5236
Personnel Assistant	4668	4902	5146	5404	5674
Plan Checker	6830	7172	7530	7907	8302
Planning Technician	5311	5576	5855	6148	6455
Public Works Inspector	6179	6488	6812	7152	7510
Public Works Programs Insp.	6179	6488	6812	7152	7510
Revenue Collections Assistant	4996	5246	5508	5783	6073
Secretary	4746	4983	5232	5493	5768
Water Systems Operator I	4573	4802	5042	5294	5559
Water Systems Operator II	4824	5065	5318	5584	5862
Water Systems Operator III	5315	5581	5860	6153	6460

<b>FY 2022-2023</b>					
<b>CLASSIFICATION</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>	<b>STEP</b>
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Account Clerk I	4157	4365	4584	4813	5054
Account Clerk II	4455	4678	4913	5158	5416
Account Clerk III	4670	4904	5149	5406	5676
Accountant I	6094	6399	6719	7055	7407
Accountant II	6399	6719	7055	7407	7778
Accountant III	6940	7287	7652	8034	8436
Administrative Clerk	4122	4328	4544	4772	5010
Administrative Secretary	5092	5347	5614	5895	6190
Assistant Engineer	7232	7594	7973	8371	8790
Assistant Planner	6531	6858	7201	7561	7939
Associate Engineer	8409	8829	9270	9734	10220
Building Inspector	6210	6520	6846	7189	7548
Building Permit Technician	4661	4894	5140	5396	5666
Case Worker	5471	5744	6031	6333	6649
Cashier	4368	4586	4816	5056	5309
Counter Services Representative	5471	5744	6031	6333	6649
Custodian	4044	4245	4458	4681	4915
Customer Service Rep.	5227	5489	5763	6051	6353
Data Entry Computer Operator	3823	4014	4214	4425	4647
Data Processing Assistant	5610	5891	6184	6494	6818

SEIU 721 – FULL-TIME EMPLOYEES  
MEMORANDUM OF UNDERSTANDING  
July 1, 2021 – June 30, 2024  
Page 46 of 55

Digital and Media Assistant	4614	4845	5088	5292	5556
Duplicating Equipment Operator	4426	4647	4879	5124	5380
Engineering Drafting Technician	5378	5647	5930	6226	6538
Equipment Mechanic I	4502	4728	4964	5212	5473
Equipment Mechanic II	5022	5272	5536	5812	6104
Equipment Mechanic III	5523	5799	6090	6394	6714
Facilities Maintenance Worker I	4164	4372	4591	4820	5061
Facilities Maintenance Worker II	4706	4941	5188	5448	5720
Facilities Maintenance Worker III	5337	5603	5884	6179	6487
Housing Programs Specialist	5491	5765	6053	6357	6675
Maintenance Worker I	3987	4186	4396	4615	4846
Maintenance Worker II	4603	4833	5075	5328	5595
Maintenance III/Crew Leader	5131	5387	5657	5940	6237
Neighborhood Improvement Officer	5631	5913	6209	6519	6845
Parking Enforcement Officer	4438	4660	4892	5137	5393
Personnel Assistant	4808	5049	5300	5566	5844
Plan Checker	7035	7387	7755	8144	8551
Planning Technician	5471	5744	6031	6333	6649
Public Works Inspector	6364	6682	7016	7367	7735
Public Works Programs Insp.	6364	6682	7016	7367	7735
Revenue Collections Assistant	5146	5403	5673	5957	6255
Secretary	4888	5132	5389	5658	5941
Water Systems Operator I	4710	4946	5193	5453	5726
Water Systems Operator II	4968	5217	5477	5751	6038
Water Systems Operator III	5475	5748	6036	6337	6654

FY 2023-2024					
CLASSIFICATION	STEP	STEP	STEP	STEP	STEP
	A	B	C	D	E
Account Clerk I	4282	4496	4721	4957	5206
Account Clerk II	4589	4818	5060	5313	5578
Account Clerk III	4811	5051	5304	5569	5847
Accountant I	6277	6591	6920	7266	7630
Accountant II	6591	6920	7266	7630	8011
Accountant III	7149	7506	7881	8275	8689
Administrative Clerk	4246	4457	4680	4915	5160
Administrative Secretary	5245	5508	5783	6072	6376

SEIU 721 – FULL-TIME EMPLOYEES  
MEMORANDUM OF UNDERSTANDING  
July 1, 2021 – June 30, 2024  
Page 47 of 55

Assistant Engineer	7449	7822	8212	8623	9054
Assistant Planner	6727	7064	7417	7787	8177
Associate Engineer	8661	9094	9548	10026	10527
Building Inspector	6396	6716	7051	7404	7774
Building Permit Technician	4801	5041	5294	5558	5836
Case Worker	5635	5916	6212	6523	6848
Cashier	4499	4723	4961	5208	5468
Counter Services Representative	5635	5916	6212	6523	6848
Custodian	4165	4373	4592	4822	5062
Customer Service Rep.	5384	5653	5936	6233	6544
Data Entry Computer Operator	3938	4134	4341	4558	4786
Data Processing Assistant	5778	6067	6370	6688	7023
Digital and Media Assistant	4752	4990	5241	5450	5723
Duplicating Equipment Operator	4559	4786	5026	5277	5541
Engineering Drafting Technician	5540	5817	6108	6413	6734
Equipment Mechanic I	4637	4870	5113	5369	5637
Equipment Mechanic II	5172	5431	5702	5987	6287
Equipment Mechanic III	5689	5973	6272	6586	6916
Facilities Maintenance Worker I	4289	4503	4729	4965	5213
Facilities Maintenance Worker II	4847	5090	5344	5611	5892
Facilities Maintenance Worker III	5497	5772	6061	6364	6682
Housing Programs Specialist	5656	5938	6235	6547	6875
Maintenance Worker I	4107	4312	4527	4754	4991
Maintenance Worker II	4741	4978	5227	5488	5763
Maintenance III/Crew Leader	5285	5549	5826	6118	6424
Neighborhood Improvement Officer	5800	6090	6395	6715	7050
Parking Enforcement Officer	4571	4800	5039	5292	5555
Personnel Assistant	4952	5200	5459	5733	6020
Plan Checker	7246	7609	7988	8389	8808
Planning Technician	5635	5916	6212	6523	6848
Public Works Inspector	6555	6883	7227	7588	7967
Public Works Programs Insp.	6555	6883	7227	7588	7967
Revenue Collections Assistant	5300	5565	5843	6136	6442
Secretary	5035	5286	5551	5828	6119
Water Systems Operator I	4852	5094	5349	5617	5897
Water Systems Operator II	5117	5373	5641	5924	6220
Water Systems Operator III	5639	5921	6217	6527	6854

**SIDE LETTER OF AGREEMENT #9**

**BETWEEN**

**CITY OF PICO RIVERA**

**And**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 721, UNIT**

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

**WHEREAS**, the City of Pico Rivera and the City’s recognized bargaining units implemented CalPERS normal cost sharing for Full-Time Tier I Employees in the 2015- 2017 Memorandum of Understanding.

**WHEREAS**, three Tier I employees were excluded from the 2015-2017 normal cost sharing.

**WHEREAS**, it was and is the intention of the parties to have consistent and standard normal cost sharing for all CalPERS members, and to eliminate all Employer Paid Member Contributions (EPMC) in a manner that is offset.

**NOW THEREFORE**, the Parties agree as follows:

1. Effective as soon as practical after City Council approval, the City and SEIU agree as follows:

- a. Article 5, “Salaries”, **CalPERS Cost Sharing**

- Effective as soon as practical after final ratification of this agreement by the City Council, all employees who are Tier I retirement benefit employees as defined by the CalPERS contract and PEPR (Full-Time Employees hired on or before June 30, 2012) shall pay the total normal cost for their CalPERS pension benefit, as determined by CalPERS valuations, up to a total employee contribution of 8.0%. Said employee pickup shall be deducted on a deferred compensation basis.

SEIU 721 – FULL-TIME EMPLOYEES  
MEMORANDUM OF UNDERSTANDING  
July 1, 2021 – June 30, 2024  
Page 49 of 55

Effective the same date, all employee CalPERS contributions towards the 8% normal cost will be offset through an increase in the employees base wage. For example, if an employee contributes an additional 4% to the CalPERS normal cost, that employee will receive a 4% base raise at the same time.

**TO EFFECTUATE THIS AGREEMENT**, The Parties have caused their duly authorized representative to execute this Agreement on the date set forth below.

FOR THE CITY:



Angelina Garcia  
Assistant City Manager

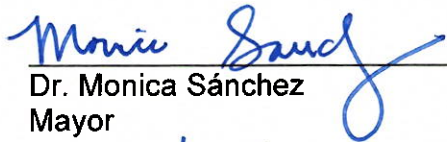
Date: 10/20/22

FOR THE UNION:

*Kristin Eldridge*

Negotiator

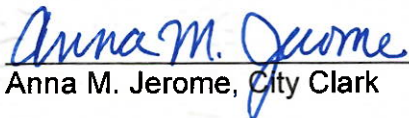
Date: 9/28/22



Dr. Monica Sánchez  
Mayor

Date: 10/12/22

ATTEST:



Anna M. Jerome, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

**SIDE LETTER OF AGREEMENT #10**

**BETWEEN**

**CITY OF PICO RIVERA**

**And**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 721, FULL-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 went into effect from July 1, 2021 to June 30, 2024.

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

**WHEREAS**, the CITY and SEIU have agreed to delete Article 6, Creation of Maintenance Worker III Classification;

**NOW THEREFORE**, the Parties agree as follows:

1. Relevant deleted language of the former Article 6, Creation of Maintenance Worker III Classification, shall be incorporated into a new job description for Maintenance Worker III
2. The parties shall meet and confer within ninety (90) day after the ratification of the MOU to create the job classification

FOR THE CITY:

  
\_\_\_\_\_  
Angelina Garcia  
Assistant City Manager

10/20/22  
\_\_\_\_\_  
Date


  
\_\_\_\_\_  
Dr. Monica Sánchez  
Mayor

10/17/22  
\_\_\_\_\_  
Date

FOR THE UNION:

Kristin Eldridge  
\_\_\_\_\_  
Kristin Eldridge  
Chief Negotiator

9/28/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Steve Carmona  
City Manager

10-20-22  
\_\_\_\_\_  
Date

**SIDE LETTER OF AGREEMENT #11**

**BETWEEN**

**CITY OF PICO RIVERA**

**And**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 721, FULL-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 went into effect from July 1, 2021 to June 30, 2024.

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

**WHEREAS**, the CITY and SEIU shall conduct a Class and Compensation Study during the term of this agreement;

**WHEREAS**, the City and SEIU have agreed to the agencies for the Class and Compensation Study;

**WHEREAS**, the City and SEIU have agreed to a list of classifications (below) have recruitment and retention issues;

**WHEREAS**, the City and SEIU have agreed that other classifications and/or agencies may be added to the list(s) below with notification;

**NOW THEREFORE**, the Parties agree as follows:

1. During the term of this agreement, the City may elect to conduct a class and compensation study. The parties agree to meet and confer over the results of the study. Under no circumstance shall any class and compensation study result in a reduction of salary, a reduction in total filled positions or the forgoing of scheduled across the board general salary increases.
2. In no way will an employee be adversely impacted by the implementation of the class and compensation study.

3. Recruitment and Retention troubleshooting: the City and the Union will agree on a methodology to conduct a market study on City classification total compensation rates and internal recruitment and retention rates. Classifications that are found to be below market and that have a recruitment and retention deficiency will be eligible for market increases that will not trigger across the board “me too” language.
4. The City agrees any salary increases due to this study, shall not create any salary compaction.
5. The City and the Union agree to the following cities for the Class and Compensation Study:
  - a. South Gate
  - b. Whittier
  - c. Bellflower
  - d. Monterrey Park
  - e. Bell Gardens
  - f. Montebello
  - g. Downey
  - h. El Monte
  - i. Norwalk
  - j. Santa Fe Springs
- a. The City and the Union agree the following classifications have Recruitment/Retention issues:
  - a. Accountant 1
  - b. Water Systems Operators – I, II & III
  - c. Planner
  - d. Planning Manager (Principal Planner)
  - e. Maintenance Worker I, II & III
  - f. Executive Management
  - g. Parking Enforcement Officers
  - h. Facility Maintenance Workers – I, II & III
  - i. Coordinator (Media)
  - j. Utilities Manager



SEIU 721 – FULL-TIME EMPLOYEES  
MEMORANDUM OF UNDERSTANDING  
July 1, 2021 – June 30, 2024  
Page 53 of 55

FOR THE CITY:

  
\_\_\_\_\_  
Angelina Garcia  
Assistant City Manager

10/26/22  
\_\_\_\_\_  
Date

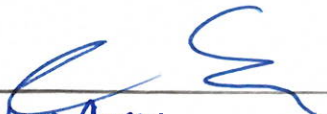
  
\_\_\_\_\_  
Dr. Monica Sánchez  
Mayor

10/17/22  
\_\_\_\_\_  
Date

FOR THE UNION:

*Kristin Eldridge*  
\_\_\_\_\_  
Kristin Eldridge  
Chief Negotiator

9/28/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Steve Carmona  
City Manager

10-20-22  
\_\_\_\_\_  
Date

**SIDE LETTER OF AGREEMENT #12**

**BETWEEN**

**CITY OF PICO RIVERA**

**And**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 721, FULL-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 went into effect from July 1, 2021 to June 30, 2024.

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

**WHEREAS**, during negotiations SEIU proposed to add a section regarding “Continuation of Benefits – Workplace Injury,” that would require that the City continue to fund the medical insurance of an employee who enters an unpaid status for workplace injury for one year. Further, SEIU proposed that employees negatively impacted by the City’s decision to stop funding medical insurance in the past three years shall be made whole.

**WHEREAS**, the City was not willing to agree to SEIU’s proposal regarding “Continuation of Benefits – Workplace Injury.” Thus, this section was not incorporated into the MOU.

**NOW THEREFORE**, the Parties agree as follows:

1. The parties shall meet and confer within ninety (90) day after the ratification of the most recent MOU to discuss SEIU’s proposal regarding “Continuation of Benefits – Workplace Injury.” However, regardless of the outcome of the meet and confer session(s) on this topic, the City will not be required to adopt SEIU’s previously proposed language.

SEIU 721 – FULL-TIME EMPLOYEES  
MEMORANDUM OF UNDERSTANDING  
July 1, 2021 – June 30, 2024  
Page 55 of 55

FOR THE CITY:



Angelina Garcia  
Assistant City Manager

10/20/22  
Date



Dr. Monica Sánchez  
Mayor

10/12/22  
Date

FOR THE UNION:

Kristin Eldridge

Kristin Eldridge  
Chief Negotiator

9/28/22

Date



Steve Carmona  
City Manager

10-20-22  
Date