



MEMORANDUM OF UNDERSTANDING

between

CITY OF PICO RIVERA

and

**PICO RIVERA MID MANAGERS and
PROFESSIONAL & CONFIDENTIAL EMPLOYEES ASSOCIATION**

July 1, 2021 – June 30, 2024

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**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 the **Pico Rivera Mid-Managers, Professionals, & Confidential Employees Association**, hereinafter referred to as the "Association", pursuant to the California Government Code Section 3500, et. seq. This consolidated MOU supersedes previous MOUs for the Mid-Management Unit and the Professionals & Confidential Unit. This MOU is effective July 1, 2021 through June 30, 2024.

**ARTICLE 2
RECOGNITION**

The City hereby formally recognizes the Association as the exclusive representative of both the Mid-Managers unit and the Professional and Confidential unit, representing employees in the classifications listed in Appendices "A" and "B." The City agrees to meet and confer on all matters within the scope of representation as authorized by law, except as specified in this MOU.

**ARTICLE 3
MAINTENANCE OF BENEFITS AND ZIPPER CLAUSE**

Except as provided herein, there shall be no changes in wages, hours or working conditions as a result of entering into this MOU, and all rights, privileges, benefits, terms and conditions of employment, as of the date of this MOU, which are not specifically set forth, shall remain in force, unchanged and unaffected during the term of this agreement, unless changed by mutual consent. Thus, for the life of this agreement, there shall be no reduction of benefits or privileges, unless by dictate of law, such changes are mandated.

Furthermore, it is understood and agreed that for the term of this agreement neither party shall be compelled to negotiate with the other concerning any negotiable issue except by mutual agreement by the parties or as otherwise provided in this agreement.

Notwithstanding the above, if a recognized bargaining unit receives a higher increase during this MOU, the City shall meet with the Association within a reasonable time period thereafter in order to provide the same increase to the Association effective in this MOU as of the same date.

**ARTICLE 4
NON-DISCRIMINATION CLAUSE**

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

**ARTICLE 5
SALARIES AND COMPENSATION**

A. COLAs:

Year One

Effective the first full pay period occurring on or after July 1, 2021, all employees covered by this agreement shall receive an across the board general salary increase of four percent (4%).

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%).

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%).

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).

B. Class and Compensation Study:

The City shall conduct a recruitment and retention market study on the following bargaining-unit positions: Graphics and Media Coordinator, Planner, and Planning Manager (Principal Planner). The comparison agencies shall include: South Gate, Whittier, Bellflower, Monterrey Park, Bell Gardens, Montebello, Downey, El Monte, Norwalk, and Santa Fe Springs. Classifications that are found to be below market will be eligible for market increases that will not trigger across the board "me too" language..

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C. Longevity Pay: Members shall be eligible for an annual longevity pay based on years of service as follows:

- a. \$300 for Members with 5 or more years of City Service
- b. \$600 for Members with 10 or more years of City Service
- c. \$1000 for Members with 15 or more years of City Service

Longevity pay is paid annually on the first full payroll period of July to all members who qualify as of June 30. City service is calculated based on years of service at full time status with the City of Pico Rivera.

D. Bilingual Pay: Members shall be eligible to receive bilingual pay as follows:

- a. \$50 per month for appointed Bilingual Speakers
- b. \$100 per month for appointed Bilingual Transcribers/Writers

The precise terms and conditions of the bilingual pay program shall be memorialized in a separate side letter agreement and City-wide bilingual pay policy.

E. Merit Increases: Merit increases are permitted. The City agrees that for any member whose evaluation is late and is eligible for a merit increase, the employee shall receive the increase retroactive to their anniversary date.

F. Move up Pay: In the event that an employee is assigned by a department head or his/her designee, as reflected in a Personnel Action Form, to work in a higher compensated classification and works in that capacity for a minimum of one continuous month, he/she will receive the pay of the higher rated classification. The increase in pay shall be at least five percent (5%), not to exceed the top of the range of the higher rated classification.

G. Call Back Pay: Call back pay shall be applicable to the Public Works Superintendent, Public Works Supervisors and Public Works Coordinators only. Call back occurs when an employee is called back to work after their regularly scheduled shift. Public Works Superintendent, Supervisors and Coordinators shall be compensated at time and one-half (1 ½) of their hourly rates for hours worked. Call back time includes reasonable travel time to and from the employee's residence and the designated worksite(s).

- H. Direct Deposit: All employees will be required to enroll in direct deposit of payroll checks no later than the last full pay period in December, 2017. The City reserves the right to begin charging the cost of processing a bi-weekly “live printed check” for those employees who do not enroll in direct deposit by this deadline. All new hires shall be required to enroll in direct deposit immediately upon hire.

ARTICLE 6 HEALTH AND RELATED BENEFITS

A. Medical Benefits:

1. Employees Hired Before July 1, 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 CARE (PPO).

2. Employees Hired On or After July 1, 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.

B. Dental Benefits:

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.

C. Vision Benefits:

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

D. Cash In-Lieu of Benefits Program:

1. 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. 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.

2. 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.
3. 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 7 SUPPLEMENTAL BENEFITS

- A. Life and Accidental Death and Dismemberment Insurance:
The City shall provide a life insurance and accidental death and dismemberment (AD&D) insurance benefit valued at \$100,000 per employee.
- B. Supplemental Life Insurance Premiums:
Employees may elect supplemental life insurance through a City provider at the employee's expense, paid through payroll deduction.
- C. Disability Insurance:
The City shall pay one hundred percent (100%) of the premiums for Long and Short-Term Disability
- D. Work Related Travel Insurance:
The City shall provide an additional Accidental Death and Dismemberment (AD&D) benefit to all full-time City employees. Said coverage is to cover work related travel for all employees as follows:
 - \$150,000 Employees earning \$5,000 per month or more
 - \$100,000 Employees earning \$3,500 but less than \$5,000 per month
 - \$ 75,000 Employees earning \$2,500 but less than \$3,500 per month
 - \$ 50,000 Employees earning less than \$2,500 per month

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E. Employee Assistance Program:

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

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

F. 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.

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

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

**ARTICLE 8
RETIREMENT**

A. CalPERS Benefit

The City offers a defined benefit retirement 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). 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.
 - d. 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.

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- 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.
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 of 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.

These benefit level amounts are determined by PERS and the amounts provided will be done in accordance with the latest rates published by PERS.

ARTICLE 9 WORK SCHEDULES

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. The City retains the right to adjust work schedules to maintain an efficient and orderly operation and to ensure the continuity of City services. Except for emergency conditions individually scheduled hours of work may be changed by noticing the employee and meeting and conferring over any effects.

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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 Thursday.
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 child care 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.

**ARTICLE 10
OVERTIME, HOLIDAYS, SCHEDULES AND TYPES OF LEAVE**

A. Schedule Flexibility

In the spirit of providing Management and Exempt Employees with the ability to adjust schedules according to need, it is understood that Exempt employees, through prior discussion and approval of their supervisors, will have flexibility in schedules. The intent of this flexibility is due to the understanding that Exempt employees are at times asked to work additional hours for which they do not receive compensatory time or overtime compensation.

B. Overtime

1. Non-Exempt full-time employees will be compensated for overtime worked when specifically authorized by the department head and approved by the City Manager.
2. The City shall use reasonable efforts to distribute overtime work equitably among the qualified employees of an officer, operational unit or work group with consideration given to City need and employees 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 to consideration of that employee for subsequent overtime assignments.
3. For the purpose of computing hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee. In all other cases, hours worked shall include all the time during which an employee is required to be on employer's premises on duty or at a prescribed work place. Paid leave time is not considered in computing hours worked. Overtime for all part-time personnel will be calculated as specified under the Fair Labor Standards Act.
4. Compensation for non-exempt full-time employees for overtime worked shall be at time and one-half (1 ½) times the hourly rate in effect at the time such overtime service is rendered when the employee has worked in excess of a full regularly scheduled work week.

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5. Compensation for non-exempt full-time employees for overtime worked shall be at time and one-half (1 ½) times the hourly rate in effect at the time such overtime services is rendered when the employee has worked in excess of the regularly scheduled work day and when the employee has also worked in excess of a full regularly scheduled work week.
 6. Compensation for non-exempt full-time employees who work in excess of the regularly scheduled workday but do not work in excess of the regularly scheduled workweek 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 workweek requirement.
 7. Compensation for overtime worked 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, according to the provisions above.
 8. At the time overtime is earned and by taking into account the stated preference of the employee to receive pay or compensatory time off, the Department Head will be responsible for determining departmental/operational needs and will have sole discretion in final determination in the manner of compensation.
 9. Employees may bank a maximum of sixty (60) hours of compensatory time off. No employee shall be allowed to accumulate more than sixty (60) hours of compensatory time.
 10. Depending on departmental and operational needs at the time the overtime hours are worked the Department Head will have sole discretion in determining when compensatory time off may be taken. Operational needs will take precedence; however, a reasonable effort to accommodate employee preference will be used.
- C. FMLA and Kin Care Leave:
Association members may maintain forty (40) leave hours (sick, vacation or compensatory time) "on the books" if they choose
- D. Administrative Leave:
All exempt bargaining unit employees shall receive sixty (60) hours of Administrative Leave per year.

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E. Compensatory Time:

Non-exempt members may bank a maximum of sixty (60) hours of compensatory time off. No member shall be allowed to accumulate more than sixty (60) hours of compensatory time off.

F. Sick Leave:

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

1. Accrual

- a. Sick leave allowance is one hundred and five (105) hours per year
- b. Each employee will accrue four point zero three eight five (4.0385) hours of sick leave each pay period.
- c. The maximum number of accrued hours per year is one hundred and five (105) hours.
- d. The maximum number of hours available for cash payment per year is eighty-one (81) hours

2. 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.

3. Personal Sick Leave - Employees are allowed to use 24 hours of their sick time as personal sick leave, which shall be counted as hours worked for overtime purposes.

4. Physician's Certificate - An employee may be required to provide the supervisor or Department Head 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.

5. 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 employee's supervisor, Department Director and Director of Human Resources. Vacation leave, under any circumstance, may not be used for single day illnesses.

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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.

6. Cash Payment - In June of each year (i.e., the first full pay period of June), each employee may choose to take any or all of the fiscal year's accumulated sick leave as cash, provided the "cash out" amount does not exceed eighty-one (81) hours. The balance of the sick leave may be left on the books. 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 in June).
7. Credit Upon Termination - Employees who terminate employment may be paid the salary equivalent of all accrued sick leave prior to the effective date of termination. Per California Labor Code, sick leave is paid at the employees' rate of pay at the time of termination/separation. Accumulated sick leave may also be converted to service credit with CalPERS at 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.

G. Vacation Leave:

1. Length: The amount of vacation that a member accrues is based on years of service.

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 or More	168 Hours (6.462 hours per pay period)
Twenty Years or More	208 Hours (8 hours per pay period)

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2. **Accrual:** Vacation leave will begin accruing immediately upon the employee's official start-date.
3. **Credit upon Termination:** Employees who terminate employment shall be paid the salary equivalent of all accrued vacation leave earned prior to the effective date of termination. Per California Labor Code, vacation leave is paid at the employees' rate of pay at the time of termination/separation.
4. **Schedules:** Each department will keep and monitor the vacation schedule of its employees. Each employee shall request vacation time in writing in advance of the time desired. Such request will be signed by the employee and must be approved by the employee's supervisor and/or Department Director to be valid. The Department Director will determine the vacation schedule with due regard for the wishes of the employee and the needs of the department subject to the MOU. In the event a vacation request is denied, the reason for the denial shall be provided in writing.
5. **Accumulation:** Vacation time may be accumulated to a maximum of three-hundred and twenty (320) hours. Hours in excess of three hundred and twenty (320) will automatically be paid out to the employee annually on the first pay date of December. Per California Labor Code, vacation 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 pay date of December). There will be no accumulation of vacation hours beyond the three-hundred and twenty (320) hours.
6. **Vacation Cash Out:** Each year in December (first payday of 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. Per California Labor Code, vacation 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 payday of December).
7. **Emergency Cash-Out:** At the request of the eligible employee, emergency vacation leave payouts may be approved throughout the year without the minimum balance requirement. Employees must submit the request in writing to the City Manager describing the emergency. An emergency is defined as follows:
 - a. A severe financial hardship;
 - b. Event was unforeseeable (including but not limited to: illness, accident or casualty);
 - c. Event was incurred by employee, spouse or dependent; and
 - d. Employee has no other means to cover costs.

The City Manager's decision is final.

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H. 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.

Holidays
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)

I. Industrial Illness or Injury Leave:

An employee who is absent from work due to a work-related injury or illness shall be on industrial accident leave. The City shall conform to Workers' Compensation laws of the State of California in effect at the time of injury. Employees may receive information on Workers' Compensation Procedures from the Human Resources Division.

When a waiting period is required in order to begin Workers' Compensation benefits, an injured worker may use available leave time along with the City paid Workers' Compensation rate per day. Following the waiting period, an injured worker on total disability will receive the State Worker's Compensation rate. The employee may 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

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shall compensate the injured worker the difference between the State mandated benefit and sixty-six and two-thirds percent (66.667%) of the employee's base pay for a period not to exceed ninety (90) days from the date leave is exhausted or unless State law says differently.

J. Jury Duty:

Service as a juror by employees will be limited to serving once in any two-year period. 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.

The employee must obtain proof of jury service from the Court and submit it to the Finance Department upon completion of his/her jury duty. The employee must also submit any payment received from the Court (except mileage reimbursement) to the Finance Department in order to receive full salary for the time served.

K. 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. Upon request and with supervisory approval, a day of vacation may be added to bereavement leave to accommodate personal or travel need.

Bereavement leave shall not be charged to the employee's sick or vacation leave balance.

L. Catastrophic Leave:

1. 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

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vacation, sick or compensatory leave donated by other City employees to a specific qualified employee.

2. Eligibility –

- a. 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.
- b. The employee must produce competent medical verification of the illness or non-work related injury satisfactory to the City.
- c. The employee must have a minimum of one year of service with the City.
- d. The employee must have exhausted all paid leave, including but not limited to sick leave, vacation, and compensatory time.
- e. In order to receive and use donated leave, an employee must not be receiving any other salary continuation benefits such as disability benefits.
- f. 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.
- g. The employee must complete the Catastrophic Illness Donation Request Form and submit the form to the employee's department head and City Manager for signature. The Personnel Officer will certify that the employee is eligible to participate in the catastrophic leave donation program.

3. Donor Employee Eligibility –

The employee must have an accrued vacation leave balance of at least forty (40) hours after the donation of vacation time and a sick leave balance of at least sixty (60) hours after the donation of sick leave time. Employees may donate all of their compensatory time.

The employee must complete the Catastrophic Illness Donation Form.

4. Conditions for Making Leave Donations –

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.

Donor names will be kept confidential.

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All time donated will be credited on an hour-for-hour basis, regardless of hourly pay differentials between donating employee and recipient.

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.

5. How to Apply for or Donate Leave –

An employee who qualifies for catastrophic illness leave shall complete the Catastrophic Illness Donation Request Form and submit it to the department head who shall, in conjunction with the City Manager and Personnel Officer, review it for approval or denial.

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.

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.

Donations not used by recipient will be returned to donors proportionately.

6. 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.

7. Contact Information –

Questions about Catastrophic Leave should be directed to Human Resources.

**ARTICLE 11
SEVERANCE**

A. Mid-Managers Unit

A mid-management member who has completed at least six months of continuous employment and who is involuntarily separated is entitled to severance pay as follows:

6 months thru 4 years of employment	One (1) month pay
5 years thru 9 years of employment	Two (2) months' pay
10 years thru 14 years of employment	Four (4) months' pay
15 years and over of employment	Five (5) months' pay

B. Professionals and Confidential Unit

A Professional and Confidential member who has completed at least one year of continuous employment and who is involuntarily separated is entitled to three (3) month's severance pay.

A Professional and Confidential member who has completed ten (10) years or more of city service and who is involuntarily separated is entitled to five (5) month's severance pay.

**ARTICLE 12
OTHER TERMS**

A. Uniforms

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

The City agrees to provide safety shoes to Field Service Personnel. Shoes will be replaced as wear and tear warrants; however, in no case shall any employee receive more than two pair of safety shoes in any twelve-month period. Determination of eligibility for safety shoes and/or replacement thereof shall be made by the Department Head or his/her designee in accordance with this policy.

The City shall establish procedures for the issuance and replacement of work shoes. Departmental discretion shall be used in determining the type of work shoes acceptable for designated positions. The maximum amount payable by the City for a single pair of work shoes is \$200 per pair. Regardless of cost, work shoes shall be substantial enough to provide the required protection and durable enough to require no more than the allowed two pair per year.

Any employee issued safety shoes shall wear such shoes at all times during working hours. Employees not issued safety shoes shall be expected to wear shoes at all times during working hours. Employees not issued safety shoes shall be expected to wear shoes appropriate to the working environment, as determined by the Department Head. Safety shoes shall not be purchased on City-paid time.

B. Mandatory Drug Testing

The City and Association 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.

**ARTICLE 13
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.

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.

**ARTICLE 14
GRIEVANCE PROCEDURES**

A. Performance Evaluations

The City agrees that any Association member whose performance evaluation is late and the member's performance rating was at a minimum satisfactory will be entitled to receive the merit increase retroactive to the anniversary date.

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The City agrees that each member will receive a copy of his or her performance evaluation and it is agreed that the member's signature on the evaluation form shall not necessarily indicate agreement with the content of said evaluation.

B. 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 a 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.

C. Definitions

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

A grievant is an employee or group of employees adversely affected by an act or omission of the employer.

D. Purpose of Grievance Procedure

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; or
- b) cases of reduction in pay, demotion, suspensions, or termination resulting from disciplinary action.

E. Rights and Responsibilities

At Steps 2, 3 and 4, the grievant may be represented by him/herself, the Association, an Association attorney or one representative of the grievant's choice. If the representative is a fellow employee, that employee will receive time

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off from his or her work assignment for only the time of the grievance meeting or hearing.

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.

F. 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, 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.

G. Procedure

An employee who wishes to file a grievance must do so within ten calendar days of when he/she became aware of or should have been aware of the circumstances that gave rise to a grievance.

Step 1. First Level of Review

Informal: The employee shall 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 Association 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 on said form upon 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 15
PROBATIONARY PERIODS AND DISCIPLINE PROCEDURES**

Members in job classifications designated without an asterisk * in Attachments A and B are considered at-will employees and are not subject to the following discipline procedure.

Members in job classifications designated with an asterisk * in Attachments A and B are not at-will and are subject to the following probationary periods and disciplinary procedure as outlined immediately below:

A. Probationary Period

All new hires shall serve a twelve (12) month probationary period. Current employees who are promoted into a classification that is *not* at-will and that is covered by this MOU are subject to a promotional probation period of six (6) months.

B. Disciplinary Procedure

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Members shall first be subject to an informal conference summary regarding their job performance prior to any formal discipline taken as it relates to minor disciplinary action as listed below under “Section 1: Minor Disciplinary Actions.” The nature, severity, and egregiousness of the employee performance or situation and or violation of any City Policies and Procedures may lead to grounds for discipline under “Section 1: Major Disciplinary Action.”

Proper subjects to be handled by these procedures are disciplinary actions including but not limited to:

Section 1. Disciplinary Actions

Disciplinary actions may include the following:

Minor Disciplinary Action:

- Counseling
- Oral reprimand
- Written reprimand

Major Disciplinary Action

- Suspension without pay
- Reduction in pay
- Demotion
- Dismissal (Negative Termination)

Section 2. Grounds for Discipline

The following list is illustrative and not inclusive:

- A. Fraud in securing employment or making a false statement on an application for employment.
- B. Incompetency (i.e., inability to comply with the minimum standard of an employee’s position for a significant period of time.)
- C. Inefficiency or neglect of duty (i.e., failure to perform duties required of an employee within his position.)
- D. Willful disobedience and insubordination, a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position or insulting or demeaning the authority of a supervisor or manager.
- E. Dishonesty involving employment.
- F. Being under the influence of alcohol or illegal drugs or narcotics while on duty, being impaired by alcohol or illegal drugs in the employee’s biological system while on duty which could impact the employee’s ability to do the job.
- G. Excessive absenteeism.
- H. Inexcusable absence without leave.
- I. Abuse or misuse of sick leave (i.e., taking sick leave without a doctor’s certificate when one is required).

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- J. The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for discipline up to and including dismissal. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. The Personnel Officer may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline, or the determination if such conviction is an offense involving moral turpitude. A conviction of a felony or any offense involving moral turpitude, whether based on a plea of guilty or verdict, is deemed to be a conviction within the meaning of this Section.
- K. Discourteous treatment of the public or other employees.
- L. Improper or unauthorized use of City property.
- M. Refusal to subscribe to any oath or affirmation which is required by law in connection with City employment.
- N. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the City, the employee's department or division.
- O. Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of City property.
- P. Violation of the Departmental policies or procedures.
- Q. Mental or physical impairment which renders the employee unable to perform the essential functions of the job without reasonable accommodation, or without presenting a direct threat to the health and safety of self and others.
- R. Outside employment not specifically authorized by the appointing authority.
- S. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties (refer to City's List of Gifts & Gratuities Policy in Appendix).
- T. The refusal of any City employee to testify under oath before any Grand Jury having jurisdiction over any then pending cause of inquiry in which the investigation of government bribery or misconduct in City office is involved shall constitute of itself sufficient ground for the immediate discharge of such officer or employee.
- U. Willful violation of any of the provisions of the ordinances, resolutions or any rules, regulations or policies which may be prescribed by the City.
- V. Improper political activity. Example: Those campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours or in an agency uniform on or off duty; or the dissemination of political material of any kind while on duty and/or during working hours or in uniform.
- W. Working overtime without authorization.

Section 3. Response to Written Reprimand

An employee who wishes to object to a written reprimand must do so within fourteen (14) calendar days of mailing or personal delivery of the notice of the disciplinary action.

- Step 1. A. The employee and/or his/her representative will present his/her objection to his/her supervisor orally or in writing within fourteen (14) calendar days.
 B. The immediate supervisor will answer the objection orally or in writing within seven (7) calendar days after presentation of the objection.
- Step 2. A. An employee and/or his/her representative wishing to pursue the Supervisor's response will, within seven (7) calendar days, present it in writing to his/her Department Head.
 B. At the option of the Department Head, a meeting shall be held with the employee and his/her representative.
 C. The Department Head will present his/her written answer to the employee within seven (7) calendar days of receipt of the objection.
- Step 3. Mediation as Optional Dispute Resolution

 If an objection 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 seven (7) calendar days of the Department Head's response. If the parties mutually agree to use this option they shall meet within fourteen (14) calendar days of the request a mediator from the State Board of Mediation or as soon as a meeting can be scheduled.
- Step 4. A. If the objection has not been settled at the second step and optional mediation has not taken place, or agreement has not been reached during the mediation process, the employee and/or his/her representative may submit a written appeal within seven (7) calendar days to the City Manager.
 B. A meeting with the City Manager shall be held with the employee and his/her representative. The City Manager, at his/her discretion, may designate a representative to hear the appeal.
 C. The City Manager will present his/her answer in writing to the employee within seven (7) calendar days of the meeting. The decision of the City Manager or designee shall be final.

Section 4. Major Disciplinary Action

Step 1. Notice of Intent

- A. Whenever the appropriate Department Director intends to suspend without pay, reduce pay, demote or dismiss the employee, the Department Director shall give the employee a written notice of intent to discipline which sets forth the following:
1. The major disciplinary action intended;
 2. The specific charges upon which the action is based;
 3. A factual summary of the grounds upon which the charges are based;
 4. A copy of all written materials, reports, or documents upon which the discipline is based;
 5. Notice of the employee's right to respond to the charges either orally or in writing to the appropriate department head;
 6. The date, time and person before whom the employee may respond in no less than seven (7) calendar days; should the employee wish to appeal the disciplinary action;
 7. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
 8. The notice shall also advise the employee that he/she is entitled to have representation of his/her own choice at the meeting with the Department Head.
- B. Response by Employee
The employee shall have the right to respond to the appropriate Department Director orally or in writing at a meeting with the Department Director. The employee shall have a right to be represented at the meeting set to hear the employee's response. In cases of suspensions, reductions, demotions, or dismissals, the employee's timely filed response will be considered before final action is taken.
- C. Decision
Within seven (7) calendar days of the meeting with the Department Director, the Department Director shall issue a written decision setting forth the action to be taken, the grounds for the proposed action and the employee's right to appeal the Department Director's decision to the City Manager.

Step 2. Appeal Hearing Before the City Manager

- A. An employee may appeal the decision of the Department Director by filing a written notice of appeal. The notice must be filed with the City Manager within fourteen (14) calendar days of the date of the decision by the Department Director.
- B. Within seven (7) calendar days of receipt of a notice of appeal, the City Manager shall set a meeting date to be held within fourteen (14) calendar days. Written notice of the meeting will be personally delivered or mailed to the employee not later than fourteen (14) calendar days prior to the meeting.
- C. The notice of meeting given to the employee shall contain the following:
1. The date and place of the meeting.
 2. That the employee may be present and that he/she may be represented by another party.
 3. That the employee and/or his/her representative may present oral and documentary evidence and examine witnesses.
- D. The City Manager or his/her designee shall be present at the meeting and shall consider oral and documentary evidence presented by either party.
- E. Final Notice

After meeting with the City Manager, designee, or the expiration of the employee's time to respond to the notice of intent, the appropriate authority shall:

1. Dismiss the notice of intent and take no disciplinary action against the employee;
2. Modify the intended disciplinary action; or
3. Prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following: the disciplinary action taken; the effective date of the disciplinary action taken; specific charges upon which the action is based; a factual summary of the facts upon which the charges are based; the written materials, reports and documents upon which the disciplinary action is based; and the employee's right to appeal.

Step 3. Advisory Arbitration

- A. Advisory Arbitration
The employee and/or his/her representative may request advisory arbitration by written notification to the City manager within fourteen (14) calendar days of the conclusions of Step 2 of the appeals procedure.

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- B. List of Arbitrators
The City Manager, upon receipt of written notification, will request a list of five arbitrators from the American Arbitration Association.
- C. Selection of Arbitrator
Upon receipt of the list of arbitrators, the parties shall meet within seven (7) calendar days to choose one arbitrator by striking names of arbitrators from the list until only one arbitrator is left. The City shall have the benefit of the first strike.
- D. Hearing Board
A hearing will be conducted by a hearing board consisting of said arbitrator, one member from management and one member from the Union. Said hearing will be scheduled as soon as reasonably possible but no less than fourteen (14) calendar days of the selection of the arbitrator.
- E. Conduct of a Hearing
- a) The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.
 - b) Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
 - c) Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
 - d) The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
 - e) Irrelevant and unduly repetitious evidence may be excluded.
 - f) The Hearing Board shall determine relevancy, weight and credibility of testimony and evidence. Decisions made by the Hearing Board shall not be invalidated by any informality in the proceedings.
 - g) During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
- F. Burden of Proof
In a disciplinary appeal the City has the burden of proof by preponderance of the evidence.

- G. Proceed with Hearing or Request for Continuance
Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated.
- H. Testimony Under Oath
All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The Hearing Board will request the witnesses to raise their right hand and respond to the following: "Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?"
- I. Presentation of the Case
The hearing shall proceed in the following order unless the Hearing Board for special reason, directs otherwise:
- a. The party imposing discipline (Department) shall be permitted to make an opening statement.
 - b. The appealing party (employee) shall be permitted to make an opening statement.
 - c. The party imposing disciplinary action (Department) shall produce their evidence.
 - d. The party appealing from such disciplinary action (employee) may then offer their evidence.
 - e. The party imposing discipline (Department) followed by the appealing party (employee) may offer rebutting evidence.
 - f. Closing arguments shall be permitted at the discretion of the Hearing Board. The party with the burden of proof, the Department, shall have the right to go first and to close the hearing by making the last argument. The Hearing Board may place a time limit on closing arguments. The Hearing Board or the parties may request the submission of written briefs. After the request for submittal of written briefs, the Hearing Board will determine whether to allow the parties to submit written briefs and set a briefing schedule.
- J. Right to Control Proceedings
While the parties are generally free to present their case in the order that they prefer, the Hearing Board reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses.
- K. Hearing Demeanor and Behavior
All parties and their attorneys or representatives shall not, by written or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries.

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- L. Hearing Written Decision
Within 30 calendar days of the hearing, the Hearing Board shall issue its written decision setting forth the action to be taken and the reasons for such action. Written notice of the decision shall be personally delivered to the employee or mailed to the employee by registered or certified mail, return receipt requested, within seven (7) calendar days.
- M. City Council Review
Within fourteen (14) calendar days of receipt of Hearing Board advisory decision, either party may request in writing a City Council review of the matter.
- N. City Council Decision
Upon receipt of a request for review, the City Council shall either uphold the advisory decision or call for a review of the matter.
- O. Expenses
All expenses of the arbitration shall be shared equally by the parties. However, expenses relating to the calling of witnesses or the obtaining of depositions or any similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.
- P. City Council Ruling
Any legal action or proceeding by either party contesting or seeking review of the ruling of the City Council shall be started within 90 calendar days of the City Council ruling. A disciplinary action not appealed or legal action or proceeding not started within the required time period will be considered resolved as of the previous action. Time limits in this procedure may be extended by agreement in writing of the parties.

**ARTICLE 16
ASSOCIATION BUSINESS**

A. Dues and Benefits Declaration

The City shall continue to deduct dues and Association sponsored benefit program premiums on a regular basis from the pay of all classifications and positions recognized to be represented by the Association, who voluntarily authorize the deduction in writing on a form to be provided by the Association for this purpose. The City shall remit such funds to the Association within 30 days following the deduction. The Association agrees to hold the City harmless and indemnify the City against the claims, causes of action, or lawsuits arising as a result of the deductions on transmittal of such funds to the Association, except the intentional failure of the City to transmit monies deducted from the employees pursuant to this Article to the Association.

B. Provision of Unit Membership List

The City shall notify the Association of individuals hired, promoted, or transferred into the unit and shall permit Association officers access to new employee orientations in accordance with AB 119.

Every one-hundred twenty (120) calendar days, the City shall provide unit representatives with a list consisting of:

1. Name of each unit member in alphabetical order by last name
2. Each unit member's class title, department, work location, and last known residence address and telephone number

C. Use of City Facilities

City facilities may be used with the prior approval of Management for the purpose of holding meetings, if such facilities can be made available without disrupting the normal operations of the facilities.

Each work location will provide a bulletin board or reasonable space that may be used by the Association for the posting of notices of official Association business and/ or Association related articles.

D. Association of Bank Hours

The City agrees to maintain the bank of hours available for Association activity at 80 hours. A formal notification shall be given to the Human Resources office on July 1 of each year of the names of duly appointed Association 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 for routine Association business, including Association sponsored workshops. The designated pay code of "335" shall be used on employee timesheets to indicate hours chargeable to the Bank of Hours.

Association 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 a project code of "1100" on timesheets to indicate Association activity.

Should the regular Association bank of 80 hours be exhausted a case by case request to increase hours will be considered.

E. Voluntary Political Contributions

City agrees that bargaining unit employees will be allowed to make voluntary political contributions to the Association's Political Action Committee through payroll deductions.

**ARTICLE 17
MANAGEMENT RIGHTS CLAUSE**

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

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- 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.
- C. If the exercise of these management rights impact members' wages, hours or working conditions, City agrees to meet and confer with Association pursuant to State law.
- D. Except as provided or within the City's Personnel Rules and Regulations and the existing and effective MOU, decisions under this article shall not be subject to the Grievance Procedure.

**ARTICLE 18
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 Association shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such article, section, position or portion.

**ARTICLE 19
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 (MOU) 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 20
LABOR-MANAGEMENT COMMITTEE**

The City and Association 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 Association and the City and the Committee will meet as needed by mutual agreement of the parties.

**ARTICLE 21
TERM**

This MOU will be effective as of July 1, 2021, and will continue through midnight June 30, 2024

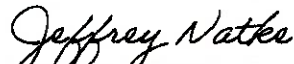
IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 13th day of September, 2022.




Steve Carmona
City Manager



Angelina Garcia
Assistant City Manager



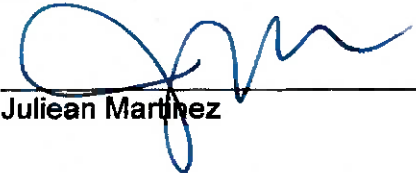
Jeffrey Natke
CEA



Eyvette Ruiz



Leticia Reyes



Julieann Martinez

APPENDIX A
MID-MANAGER CLASSIFICATIONS

CITY OF PICO RIVERA
Mid-Management Classifications
<i>*Coordinator</i>
Deputy City Clerk
<i>*Senior Coordinator</i>
Senior Inspector
Senior Supervisor
<i>*Senior Technician</i>
<i>*Supervisor</i>
<i>*Technician</i>

**Denotes Positions NOT at-will*

APPENDIX B
PROFESSIONAL AND CONFIDENTIAL CLASSIFICATIONS

Professional & Confidential Classifications
<i>*Analyst</i>
Assistant City Engineer
Assistant to the City Manager
Building Official
City Engineer
City Deputy Treasurer
<i>*Executive Assistant</i>
<i>*Junior Deputy City Clerk</i>
Manager
<i>*Planner</i>
Principal Accountant
Principal Analyst
Principal Planner
Public Information Officer
Public Works Superintendent
Senior Accountant
Senior Analyst
Senior Engineer
<i>*Senior Executive Assistant</i>
Senior Manager
Senior Planner
Senior Public Information Officer

**Denotes Positions NOT at-will*

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APPENDIX C
SALARY SCHEDULES
EFFECTIVE FISCAL YEAR 2021-22
MID-MANAGER CLASSIFICATIONS
UPDATED AUGUST 9TH, 2022

**Salary ranges below reflect 4.0% cost of living adjustment for FY 2021-22 effective (retroactive to) the first full pay period in July, 2021;*

Position	Group	Applicable Zones and Ranges			
		Zone A 2021-22 4%	Zone B 2021-22 4%	Zone C 2021-22 4%	Zone D 2021-22 4%
Coordinator	IV	\$5,657 - \$6,506	\$6,507 - \$7,480		
Deputy City Clerk	II			\$5,821 - \$7,100	\$7,101 - \$8,023
Senior Coordinator	IV			\$7,483 - \$8,981	
Senior Inspector	III			\$7,186 - \$8,804	\$8,805 - \$10,127
Senior Supervisor	IV				\$8,982 - \$10,329
Senior Technician	III			\$7,186 - \$8,804	\$8,805 - \$10,127
Supervisor	IV			\$7,483 - \$8,981	
Technician	IIII	\$5,035 - \$5,914	\$5,915 - \$7,185		

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APPENDIX C
SALARY SCHEDULES
MID MANAGER CLASSIFICATIONS

Effective Fiscal Years 2022-23 and 2023-24*

**Salary ranges below reflect 3.0% cost of living adjustment for FY 2022-23 effective the first full pay period in July, 2022; and 3.0% cost of living adjustment for FY 2023-24 effective the first full pay period in July, 2023.*

FY 2022-2023					
Position	Group	Applicable Zones and Ranges			
		Zone A 2022-23 3%	Zone B 2022-23 3%	Zone C 2022-23 3%	Zone D 2022-23 3%
Coordinator	IV	\$5,827 - \$6,701	\$6,702 - \$7,705		
Deputy City Clerk	II			\$5,995 - \$7,312	\$7,314 - \$8,264
Senior Coordinator	IV			\$7,707 - \$9,250	
Senior Inspector	III			\$7,402 - \$9,068	\$9,069 - \$10,430
Senior Supervisor	IV				\$9,251 - \$10,639
Senior Technician	III			\$7,402 - \$9,068	\$9,069 - \$10,430
Supervisor	IV			\$7,707 - \$9,250	
Technician	IIII	\$5,035 - \$6,091	\$6,093 - \$7,401		

FY 2023-2024					
Position	Group	Applicable Zones and Ranges			
		Zone A 2023-24 3%	Zone B 2023-24 3%	Zone C 2023-24 3%	Zone D 2023-24 3%
Coordinator	IV	\$6,002 - \$6,902	\$6,903 - \$7,936		
Deputy City Clerk	II			\$6,175 - \$7,532	\$7,533 - \$8,512
Senior Coordinator	IV			\$7,938 - \$9,528	
Senior Inspector	III			\$7,624 - \$9,340	\$9,341 - \$10,743
Senior Supervisor	IV				\$9,529 - \$10,958
Senior Technician	III			\$7,624 - \$9,340	\$9,341 - \$10,743
Supervisor	IV			\$7,938 - \$9,528	
Technician	IIII	\$5,341 - \$6,274	\$6,275 - \$7,623		

MID-MANAGERS, PROFESSIONALS, & CONFIDENTIAL EMPLOYEES
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APPENDIX C
SALARY SCHEDULES
EFFECTIVE FISCAL YEAR 2021-22
PROFESSIONAL AND CONFIDENTIAL CLASSIFICATIONS
UPDATED AUGUST 9TH, 2022

**Salary ranges below reflect 4.0% cost of living adjustment for FY 2021-22 effective (retroactive to) the first full pay period in July, 2021;*

Position	Group	Applicable Zones and Ranges			
		Zone A 2021-22 4%	Zone B 2021-22 4%	Zone C 2021-22 4%	Zone D 2021-22 4%
Analyst	V	\$6,387 - \$7,344	\$7,346 - \$8,814		
Assistant City Engineer	V				\$10,364 - \$11,913
Assistant to the City Manager	VII	\$11,563 - \$13,297			
Building Official	VI				\$11,343 - \$12,930
Executive Assistant	II		\$4,723 - \$5,789	\$5,790 - \$7,062	
Junior Deputy City Clerk			\$4,743 - \$6,771		
Manager	VI	\$7,390 - \$8,498	\$8,499 - \$9,775		
Planner	V	\$6,387 - \$7,344	\$7,346 - \$8,814		
Principal Accountant	V				\$10,364 - \$11,913
Principal Analyst	V				\$10,364 - \$11,913
Principal Planner	V				\$10,364 - \$11,913
Public Information Officer	V	\$6,387 - \$7,344	\$7,346 - \$8,814		
Public Works Superintendent	VI		\$8,499 - \$9,775	\$9,778 - \$11,340	
Senior Accountant	V			\$8,819 - \$10,362	
Senior Analyst	V			\$8,819 - \$10,362	
Senior Engineer	V			\$8,819 - \$10,362	
Senior Executive Assistant	II				\$7,276 - \$8,221
Senior Manager	VI			\$9,778 - \$11,340	
Senior Planner	V			\$8,819 - \$10,362	
Senior Public Information Officer	V			\$8,819 - \$10,362	

MID-MANAGERS, PROFESSIONALS, & CONFIDENTIAL EMPLOYEES
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CITY OF PICO RIVERA
Monthly Salary Ranges for Professional and Confidential Positions
Effective Fiscal Years 2022-23 and 2023-24*

**Salary ranges below reflect 3.0% cost of living adjustment for FY 2022-23 effective the first full pay period in July, 2022; and 3.0% cost of living adjustment for FY 2023-24 effective the first full pay period in July, 2023.*

FY 2022-2023*					
Position	Group	Applicable Zones and Ranges			
		Zone A 2022-23 3%	Zone B 2022-23 3%	Zone C 2022-23 3%	Zone D 2022-23 3%
Analyst	V	\$6,578 - \$7,565	\$7,566 - \$9,078		
Assistant City Engineer	V				\$10,675 - \$12,271
Assistant to the City Manager	VII	\$11,910 - \$13,696			
Building Official	VI				\$11,684 - \$13,318
Executive Assistant	II		\$4,864 - \$5,962	\$5,963 - \$7,273	
Junior Deputy City Clerk			\$4,886 - \$6,975		
Manager	VI	\$7,612 - \$8,753	\$8,754 - \$10,068		
Planner	V	\$6,578 - \$7,565	\$7,566 - \$9,078		
Principal Accountant	V				\$10,675 - \$12,271
Principal Analyst	V				\$10,675 - \$12,271
Principal Planner	V				\$10,675 - \$12,271
Public Information Officer	V	\$6,578 - \$7,565	\$7,566 - \$9,078		
Public Works Superintendent	VI		\$8,754 - \$10,068	\$10,071 - \$11,680	
Senior Accountant	V			\$9,084 - \$10,672	
Senior Analyst	V			\$9,084 - \$10,672	
Senior Engineer	V			\$9,084 - \$10,672	
Senior Executive Assistant	II				\$7,494 - \$8,468
Senior Manager	VI			\$10,071 - \$11,680	
Senior Planner	V			\$9,084 - \$10,672	
Senior Public Information Officer	V			\$9,084 - \$10,672	

**MID-MANAGERS, PROFESSIONALS, & CONFIDENTIAL EMPLOYEES
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FY 2023-2024*					
Position	Group	Applicable Zones and Ranges			
		Zone A 2023-24 3%	Zone B 2023-24 3%	Zone C 2023-24 3%	Zone D 2023-24 3%
Analyst	V	\$6,776 - \$7,792	\$7,793 - \$9,351		
Assistant City Engineer	V				\$10,995 - \$12,639
Assistant to the City Manager	VII	\$12,267 - \$14,107			
Building Official	VI				\$12,034 - \$13,718
Executive Assistant	II		\$5,010 - \$6,141	\$6,142 - \$7,492	
Junior Deputy City Clerk			\$5,032 - \$7,184		
Manager	VI	\$7,840 - \$9,015	\$9,016 - \$10,370		
Planner	V	\$6,776 - \$7,792	\$7,793 - \$9,351		
Principal Accountant	V				\$10,995 - \$12,639
Principal Analyst	V				\$10,995 - \$12,639
Principal Planner	V				\$10,995 - \$12,639
Public Information Officer	V	\$6,776 - \$7,792	\$7,793 - \$9,351		
Public Works Superintendent	VI		\$9,016 - \$10,370	\$10,374 - \$12,031	
Senior Accountant	V			\$9,356 - \$10,993	
Senior Analyst	V			\$9,356 - \$10,993	
Senior Engineer	V			\$9,356 - \$10,993	
Senior Executive Assistant	II				\$7,719 - \$8,722
Senior Manager	VI			\$10,374 - \$12,031	
Senior Planner	V			\$9,356 - \$10,993	
Senior Public Information Officer	V			\$9,356 - \$10,993	