



MEMORANDUM OF UNDERSTANDING

Between

CITY OF PICO RIVERA

And

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

July 1, 2021, through June 30, 2024

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Article 1
Preamble

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

This MOU will be effective July 1, 2021, through June 30, 2024.

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

The parties agree that part-time employees included/represented in this agreement are defined as follows:

1. Regular Part-Time: an employee who has been appointed to continually work at least 10 hours but no more than 28 per workweek and has a regular work schedule.
2. Seasonal Part-Time: an employee who has been appointed to a position titled "Seasonal" and works for 120 days or less for 28 hours or less a week per seasonal assignment; employee applies for the position on seasonal basis and terminates from the position when season/assignment ends and must reapply for a new seasonal opportunity.

Notice on how to reapply for seasonal workers shall be done in writing and provided to the seasonal worker with clear instructions on how, when, and to whom to reapply for the following season.

Seasonal workers that have to reapply and may go through the selection process shall not lose their previous status tied to their continued time and service with the City and shall be placed on the appropriate pay scale based on their classification. At minimum, seasonal workers will be placed on the same rate they received when last working for the city, should they return to the same classification. Time of service under seasonal employment shall transfer to their regular part time positions, and time of service under regular part time employment shall transfer to seasonal service for total seniority.

**Article 2
Prior and Existing Conditions**

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

**Article 3
Recognition**

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

**Article 4
Non-Discrimination Clause**

The City and the Union agree that they shall not discriminate against any employee because of political affiliation, union activities, union membership, union leadership roles, race, color, sex, age, national origin or alienage, sexual orientation, political or religious opinions or affiliations, religious creed, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, gender, gender identity, gender expression, military or veteran status, status as a part-time worker, and other protected classifications as defined by the California Fair Employment and Housing Act (FEHA).

**Article 5
Hourly Wages / Compensation**

The parties agree that all current part-time employees covered by this agreement who are still employed at the City at the time of adoption of this MOU shall have their compensation adjusted as determined below:

YEAR 1:

Effective the first full pay period occurring on or after 07/01/2021, all employees covered by this agreement shall receive an across-the-board general hourly wage increase of four percent (4%).

YEAR 2:

Effective the first full pay period occurring on or after 07/01/2022, all employees covered by this agreement shall receive an across-the-board general hourly wage increase of three percent (3%).

YEAR 3:

Effective the first full pay period occurring on or after 07/01/2023, all employees covered by this agreement shall receive an across-the-board general hourly wage increase of three percent (3%).

The City will also adjust the wage schedule to reflect the California State minimum wage adjustments dated 07/01/2021 through 06/30/2024.

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

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, who are current employees since their hire date and had worked a minimum of 750 hours in the 2022–2023 fiscal year shall receive a one-time, non-pensionable, incentive bonus in the amount of seven hundred dollars (\$700.00). All employees who worked 520 – 749 hours in the 2022–2023 fiscal year shall receive a one-time, non-pensionable, incentive bonus in the amount of three hundred dollars (\$300.00).

Article 6 Classification System

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

The Classification system of bargaining unit employees is as follows:

Group A: 0 – 520 hours worked per fiscal year.
Regularly scheduled up to ten (10) hours per week

Group B: 521 – 1,000 hours worked per fiscal year.
Regularly scheduled over ten to nineteen point twenty-four (10 – 19.24) hours per week

Group C: 1,001 – 1456 hours worked per fiscal year.
Regularly scheduled nineteen point twenty-five to twenty-eight (19.25 – 28) hours per week

Management reserves the right to schedule employees as necessary.

Article 7 Benefits

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

Life Insurance

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

Article 8 Holidays

The City agrees to designate the following as paid holidays for all represented part-time hourly workers:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Employees that would have been scheduled to work on the day of the week in which the holiday landed will receive the equivalent of their regularly scheduled hours for the holiday. If an employee works the paid holiday, the employee shall be paid time and one half regardless of whether they were scheduled to work the day of the week the holiday lands.

Article 9 Annual leave

The City shall provide an annual bank of leave time to employees in the classifications listed in Appendix A. Leave time shall accrue at the rate of six (6) minutes per hour worked. Employees covered by this MOU shall be entitled to accrue leave time beginning their first day of work with the City and shall be entitled to use the leave time immediately upon accrual.

All employees covered by this MOU shall be able to cash-out accrued leave time at their regular hourly rate as described by the process outlined in Article 14 of this MOU.

Article 10 General Bereavement

Up to a five (5) day bereavement leave, three (3) of which are paid, shall be granted to employees for a death in the immediate family and is based on the number of hours an employee would have been regularly scheduled to work on the day of the week that the leave is requested.

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

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

Article 11 Jury Duty

Employees shall be granted a paid leave of absence in order to perform jury duty, provided that the employee provides notification to the City for such jury duty and provides proper verification of hours spent on jury duty. Employees are expected to keep the City informed when summoned to jury duty and once selected to serve on a jury, the expected length of jury duty service.

An employee on jury duty must either return to work after the jury service is done for the day if there are still four (4) hours or more left on their shift or call in to their supervisor and ask to use leave to cover the rest of their shift.

An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.

Jury Duty shall be limited to a maximum of sixty-four (64) hours per year and shall not exceed thirty-two hours (32) hours in any one week. If an employee is required to serve on jury duty for more than sixty-four (64) hours in one year, the Human Resources Director may at their discretion, extend the period of this paid leave.

Article 12
Request for Time Off and Tardiness

Employees represented by this MOU may request unpaid or paid time off. If the employee has no available paid leave time, the request can be denied, or the employee can request to have leave with no pay. Each Department will keep and monitor the vacation schedule of its employees. Each employee shall request leave time in writing in advance of the time desired. Such a request will be signed by the employee and must be approved by the employee's supervisor and/or Department Director to be valid. The Department Director or his/her designee will determine the leave schedule with due regard for the wishes of the employee and the needs of the Department and the ability of remaining employees to perform the work. However, if more requests are received for the same period at the same time, then seniority may be used in granting the request. All bargaining unit employees must complete a leave slip. All requests shall be submitted to the employee's supervisor no later than seven (7) business days prior to the first day that is being requested. Time-off requests are considered on a first come, first served basis. The supervisor and/or Department Director will approve or deny the request. When employee(s) are on leave, it is the responsibility of management to find appropriate coverage. Time-off approved between Thanksgiving, Christmas, and during summer and El Rancho Unified School District's school vacations are subject to City's availability to staff all recreational programs.

In the event that staff are unable to attend work or will be at work late, it is the staff member's responsibility to contact and advise their supervisor of the situation no less than two (2) hours prior to their scheduled shift. In the event the need for leave is not foreseeable, the employee shall contact the supervisor as soon as practicable.

Article 13
Sick Leave

Employees covered by this Memorandum of Understanding will receive twenty-four (24) hours of Paid Sick Leave. Sick leave hours will expire if not used at the end of each fiscal year.

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

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

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

An employee may be required to provide the supervisor or Department Director with a physician's certification of illness when the employee is out more than a week or when a pattern of abuse of chronic time-off is present, i.e., employee calls in sick every Friday or Saturday, or Sunday of their scheduled work week. An employee injured off the job shall be required to provide a physician's release to return to work.

Article 14 Option to Cash Out Leave Hours

An employee may opt to cash out any accrued leave time, annually, that exceeds one hundred hours. This cash-out shall be done during the first full pay period in July of each year. If a cash out is elected, a minimum balance of one hundred (100) hours must remain on the books. Leave time may be accumulated to a maximum of three hundred twenty (320) hours. Employees who currently have more than 320 hours as of the execution of this MOU shall keep their accrued hours above the 320 maximum and will not earn any additional hours until their hours are used or cashed out and fall below the new 320 hour maximum.

Emergency Cash-Out

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

An emergency is defined as follows:

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

Article 15 Longevity Bonus

For the purposes of calculating total hours worked in the previous fiscal year, the City shall recognize all hours worked in that fiscal year by the represented member, including hours worked in regular part time, seasonal, and non-represented grant funded positions.

The City agrees that employees covered by this MOU who were hired prior to July 1, 2013, and have worked a minimum of 520 hours per year shall receive a longevity bonus of one thousand dollars (\$1,000) paid the first full pay period in July. Employees hired on or after July 1, 2013, who have achieved a classification of B or C in the prior fiscal year shall receive a longevity bonus paid the first full pay period in July in an amount not to exceed one thousand dollars (\$1,000) based on years of service on the following schedule:

- After 5 Years of Service \$300
- After 10 Years of Service \$600
- After 15 Years of Service \$1,000

Article 16
Veterans Credits

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

Article 17
Promotional Opportunities

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

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

The Union and City agree to form a labor-management committee to address safety, recruitment, and other issues of mutual interest. This committee will meet on an as-needed basis. See Article 21 for additional information.

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

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

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

Article 18 Lay-Off Provisions

City and Union agree that any employees represented by this MOU who may be affected by lay-offs, will be laid off by seniority in position. A layoff may result from the City's need to decrease the workforce due to a financial crisis. The City and Union agree to meet and confer regarding the impact on the bargaining unit employees should the need for lay-offs be deemed necessary. Employees on layoff shall be offered re-employment within one (1) year in inverse order of layoff and no unit position shall be filled by new hires until all qualified employees laid off in the same classification shall be offered and refuse re-employment. Notification under this section to employees shall be by registered mail. An employee's failure to respond by registered mail and/or personal email or by signed statement personally delivered to the City Manager or his or her designee within ten (10) business days from the date of the employer's notice shall be deemed a rejection of an offer of re-employment. The employer then has no further obligation to the laid off employee. An employee who is laid off will have bumping rights to a previously held position.

Article 19 Mandatory Drug Testing

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

Article 20 Uniforms

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

Employees may request up to three (3) new or lightly used uniform shirts (polo and/or t-shirts) in any twelve (12) month period. Replacement of uniform shirts will be provided

upon proof of the uniform shirt being torn, ragged, faded or permanently stained. It is understood that where the City provides a uniform shirt, said uniform shirt must be worn while on duty. It is the employee's responsibility to ensure that their uniform shirts are presentable for work. Additional uniform shirts may be provided, subject to management's discretion. Nothing herein shall prohibit a unit member from purchasing a uniform shirt at his or her own cost.

PROTECTIVE GEAR

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

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

Ear protection, coveralls and back support will be provided as needed.

PROTECTIVE FOOTWEAR ALLOWANCE

The City agrees to provide protective footwear to Maintenance Aide personnel covered by this MOU. Maintenance Aides shall receive no more than two (2) pairs of footwear within a twelve (12) month period. Determination of eligibility for protective footwear and/or replacement shall be made by the Department Director in accordance with this Article.

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

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

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

Article 21

Joint Labor-Management Committee

City and Union will establish a Part-Time Unit Joint Labor-Management Committee. Said designee's participation in the Joint-Labor Management Committee will not be charged against the Union's bank of hours.

**Article 22
Safety Committee**

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

**Article 23
Termination Notification**

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

**Article 24
Performance Reviews**

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

For regular part time employees, the City agrees that at the time of regular performance evaluations (six months after start date and annually on the employee's job anniversary date thereafter), if performance is rated as satisfactory or above, represented employees will receive five percent (5%) merit increases.

The City and Union agree that regular part-time employees shall receive annual performance reviews based on hire date. Based upon satisfactory performance, merit increases of five percent (5%) shall be granted.

**Article 25
Union Business**

Bank of Hours

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

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

Union Stewards

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

Article 26 Overtime

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

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

Article 27 Grievance Procedure

Step 1:

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

Step 2:

If a grievance is not resolved after the meeting with the City and Union, either party may agree to submit the matter to a neutral third party for resolution. If either party wishes to exercise this option, they shall make the request within five (5) calendar days of the meeting. Parties shall meet within ten (10) calendar days to request a mediator from the State Board of Mediation or as soon as a meeting can be scheduled.

Step 3:

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

Article 28
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 from 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.

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 (e.g., active, unpaid leave of absence, etc.); work status (e.g., 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 within thirty (30) business days of each payday.

Each pay period, the Union shall provide the employer 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 Employer shall also provide the breakdown of each amount remitted (i.e., Dues, COPE, Supplementary Benefits, etc.) in Excel format to 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 employer 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 employer 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 Employer by the next full pay period cycle.

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

Article 29 New Employee Orientation

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

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, 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.

Article 30 Management Rights Clause

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

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

- Determine and modify the organization of City government and its constituent work units.
- Determine the nature, standards, levels, and mode of delivery of services to be offered to the public.
- Determine the methods, means, and the numbers and kinds of personnel by which services are to be provided.
- Determine whether goods or services shall be made, purchased, or contracted for.

- No bargaining unit employee shall be laid off, demoted, or suffer loss of pay or benefits as a result of contracting out of work. The parties agree to meet and confer as required by law on matters relating to wages, hours, or work conditions. Said provisions will apply except for contracts required by bona fide emergencies.
- Direct employees, including scheduling and assigning work and overtime.
- Establish employee performance standards and require compliance therewith.
- Relieve at-will hourly bargaining unit employees from duty due to the lack of availability of work, financial hardship requiring the City to reduce costs, failure to perform duties of the position, excessive tardiness and/or absenteeism, any violation of personnel rules/regulations, or for any other legitimate reason.
- Implement policies, regulations and directives consistent with the law and the specific provisions of this MOU.
- Take all necessary actions to protect the public, City employees, those doing business with the City, and carry out its mission in emergencies.

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

Article 31 Term and Effect

The term of this agreement will be from July 1, 2021, through June 30, 2024.

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

Article 32 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 33
Advanced Notice of City Closures

Employees shall be entitled to advanced notice of City closures that affect working hours. The City shall give all employees covered by this agreement at least seven (7) calendar days' notice prior to the closure of any City department or cancellation of any program or function.

Employees that are not given appropriate notice shall be entitled to their full regular pay whether the employee worked those hours or not.

Appendix A

Part-Time Classifications Covered by the Provisions of this MOU:

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

SEIU 721 – PART-TIME EMPLOYEES
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Appendix B

Salary Schedules Effective July 1, 2021 – June 30, 2024

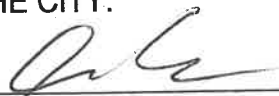
Classifications Listed in Appendix A

Classification	Year 1, July 1, 2021 (4% COLA)		Year 2, July 1, 2022 (3% COLA)		Year 3, July 1, 2023 (3% COLA)	
	Min	Max	Min	Max	Min	Max
Lifeguard	\$16.91	\$18.67	\$17.42	\$19.23	\$17.94	\$19.80
Lifeguard/Instructor	\$19.08	\$21.15	\$19.66	\$21.79	\$20.25	\$22.44
Pool Attendant	\$16.12	N/A	\$16.60	N/A	\$17.10	N/A
Pool Cashier	\$16.12	N/A	\$16.60	N/A	\$17.10	N/A
Pool Manager	\$21.87	\$24.14	\$22.53	\$24.86	\$23.20	\$25.61
Recreation Aide	\$16.12	\$16.82	\$16.60	\$17.32	\$17.10	\$17.84
Recreation Leader I	\$16.29	\$17.63	\$16.77	\$18.16	\$17.28	\$18.70
Recreation Leader II	\$16.96	\$19.39	\$17.47	\$19.97	\$18.00	\$20.57
Recreation Leader III	\$18.88	\$22.38	\$19.44	\$23.05	\$20.03	\$23.74
Recreation Leader IV	\$19.85	\$24.14	\$20.45	\$24.86	\$21.06	\$25.61
Senior Lifeguard/Instructor	\$20.21	\$22.30	\$20.81	\$22.97	\$21.44	\$23.66
Specialist	\$18.25	\$32.23	\$18.80	\$33.20	\$19.36	\$34.19
Sports Official	\$16.12	\$23.80	\$16.60	\$24.51	\$17.10	\$25.24
Crossing Guard	\$16.12	\$19.01	\$16.60	\$19.58	\$17.10	\$20.17
Maintenance Aide	\$17.58	\$22.13	\$18.10	\$22.80	\$18.65	\$23.48
Office Clerk	\$16.12	\$18.76	\$16.60	\$19.32	\$17.10	\$19.90
Senior Office Clerk	\$17.42	\$23.93	\$17.94	\$24.65	\$18.48	\$25.39

SEIU 721 – PART-TIME EMPLOYEES
MEMORANDUM OF UNDERSTANDING
July 1, 2021 – June 30, 2024
Page 19 of 19

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 22nd day of August, 2023.

FOR THE CITY:



Steven Carmona
City Manager

9-11-23

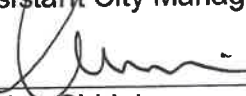
Date



Angelina Garcia
Assistant City Manager

9/11/2023

Date

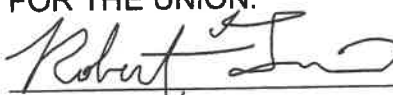


Karine Shirinian
Director of Human Resources

9-7-2023

Date

FOR THE UNION:



Robert Feria
SEIU Local 721 Negotiator

09/05/2023

Date

Rudy Guevara
SEIU Local 721 Negotiator

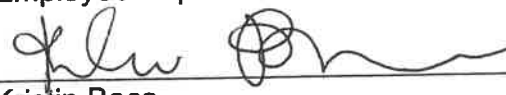
Date



Lisa Muñoz
Employee Representative

9-7-23

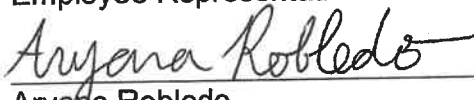
Date



Kristin Baca
Employee Representative

9-7-23


Date



Aryana Robledo
Employee Representative

9/7/23

Date



Javier Garcia
Employee Representative

9/7/23

Date