



**AMENDMENT NO. 1 TO THE MEMORANDUM OF
UNDERSTANDING**

Between

CITY OF PICO RIVERA

And

SERVICE EMPLOYEES' INTERNATIONAL UNION,

LOCAL 721 - DIRECTORS BARGAINING UNIT

July 1, 2021 through June 30, 2024

SEIU Local 721

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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 Service Employees International Union (SEIU), Local 721, hereinafter referred to as “Union”.

The City hereby formally recognizes the Director’s Bargaining Unit (“Unit”) as the exclusive representative of those employees in the classifications listed in Appendix “A”.

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. Pursuant to the California Government Code Section 3500, et. Seq.

During the term of this memorandum of understanding, should any recognized Pico Rivera City (City) bargaining unit reach a signed agreement that results in a higher benefit than provided to members of the Pico Rivera Director’s bargaining unit, the City agrees to adjust the specified benefit to an equivalent amount.

Article 2 CONTRACT TERM

This MOU shall be effective on July 1, 2021, except as otherwise provided herein, and together with all the terms, conditions and effects thereof shall expire at midnight on June 30, 2024.

The City and Union agree that the provisions contained herein shall be subject to all applicable laws and cover the period of July 1, 2021 through June 30, 2024.

All negotiated raises and benefits enhancements/improvements shall be retroactive to *July 1, 2021*.

Notwithstanding the above, the provisions of this MOU shall remain in effect until a successor MOU is implemented. Both parties shall have mutual satisfaction and are continuing to meet and confer in good faith or at the conclusion of impasse proceedings in the event that the parties fail to reach agreement.

This MOU plus any amendments to this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding these matters are hereby superseded or terminated in their entirety.

Collective bargaining Directors Unit negotiations will commence six (6) months prior to MOU expiration date, unless mutually agreed to otherwise by the parties.

Article 3 MANAGEMENT RIGHTS

The City and Union agree, that the City retain and have the exclusive decision-making authority to manage municipal services and the workforce performing those services in accordance with existing law and provisions of the established Memorandum of Understanding. The Union further agrees that the City has, except as expressly and lawfully restricted by specific provisions of the MOU, the exclusive decision-making authority to:

1. Determine and modify the organization of City government and its constituents work units by defining the nature, facilities, methods, standards, equipment and apparatus, means, organizational structure, technology, levels and mode of delivery of service to be offered to the public;
2. To manage the City and determine and implement rules, policies, directives, procedures, and the right to manage the affairs of the City by defining the existence or nonexistence of facts, which form the basis of the Management decision consistent with law and the specific provisions of the MOU;
3. To determine the necessity, organization, and implementation of any service or activity conducted by the City or other governmental jurisdictions, and expand or diminish services;
4. To determine and plan methods of financing; determine and manage the City budget which includes changes in the number and types of personnel, of locations, relocations and types of operations, processes and materials to be used in carrying out all City budgetary functions including the right to contract for or subcontract any work or operation of the City;
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 wage, hours or working conditions. Said provisions will apply except for contract required by bona fide emergencies.
6. Direct employees, including schedule, assign work, and overtime. Control the establishment of employee performance standards and require compliance therewith, to include the control of employee discharge, suspend, demote, reduce in pay, reprimand, and withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of applicable law due to the lack of work, lack of funds, or for other legitimate reasons.
7. Take all necessary actions to protect the public and carry out its missions in emergencies.

8. The City agrees to meet and confer on the establishment of understanding and/or procedures to be enacted in the absence of a duly appointed City Manager. The policy behind the council/manager form of government is based on the principle of separation of powers, which ensures that the council and city manager can perform their duties without unnecessary interference from one another as particularly identified in Chapter 2.04 of the Pico Rivera Municipal Code.

Should the exercise of these management rights impact employees' wage, hours or working conditions, City agrees to meet and confer with Union pursuant to state law.

Article 4 SEVERANCE

Except where superseded by the terms of a personal employment agreement between an individual employee and the City, representing employees of this Unit in the classifications listed in Appendix "A", whose employment is terminated for the convenience of the City or who resign in lieu of termination for the convenience of the City, and who execute a settlement agreement and general release between the employee and City, will be paid severance equal to the sum of the highest rate of pay and any leave accruals.

All bargaining unit employees who have completed at least one year of cumulative City employment (in any classification) and meets the above requirements are entitled to severance pay as follows:

1 year but less than 3 years of employment	3 months' pay
3 years but less than 7 years of employment	6 months' pay
7 years but less than 10 years of employment	9 months' pay
10 years and over of employment	negotiated

Article 5 UNION LEAVE

The City agrees that Union Stewards will be granted forty-eight (48) hours of paid leave annually to attend union sponsored meetings or training during working hours, exclusive of grievances, appeals or bargaining sessions.

Article 6 SALARIES

General Salary Increase

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

Year One

A salary increase of four percent (4%) retroactive to the period of July 1, 2021 to June 30, 2022. The salary increase shall be four percent (4.0%) for Year One of this agreement. The salary increase will be effective the first full payroll period commencing on or after July 1, 2021.

Year Two

A salary increase of three percent (3%) retroactive to July 1, 2022 and continuing through June 30, 2023. The salary increase shall be three percent (3.0%) for Year Two of this agreement. The salary increase will be effective the first full payroll period commencing on or after July 1, 2022.

Year Three

A salary increase of three percent (3%) for the period of July 1, 2023 through June 30, 2024.

Class and Compensation Study

If a class and compensation study is undertaken, the parties agree to meet and confer over the results of the study. Any recommendations and findings of a study must be approved by the City Council to take effect.

In no way will an employee be adversely impacted by the implementation of a class and compensation study. Should any recognized bargaining unit receive a higher salary increase in the fiscal year of this contract, the higher salary will also become effective in this memorandum of understanding on the same date.

The City agrees subject to City Manager approval, that any employee holding the classification of “Director” may be eligible for the salary range identified as Zone C on Appendix “B” and any employee holding the classification of “Director/City Clerk or Deputy Director” may be eligible for the salary range identified as represented in Appendix “B”.

Article 7 WORK SCHEDULES

4/10 Work Schedule

The City has approved of a 4/10 work schedule, the Unit employees shall operate on the same schedule.

Normal days of work will be Monday through Thursday, with one full day off, or as otherwise determined by the City Manager or Department Director at their discretion.

Holidays and personal leave days will be counted as ten (10) hours; regardless of whether or not a unit employee is working a schedule other than the 4/10.

Article 8 LONGEVITY

The City shall pay longevity to Deputy Directors that have completed 5, 10, 12 and 15 years of cumulative service from date of hire. The amount awarded is based on the table below, and will be provided in one payment the first full pay period of July.

5 Years of Service	2% of base pay
10 Years of Service	3% of base pay
12 Years of Service	4% of base pay

Article 9 RETIREMENT CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

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

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

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Tier I: Full-Time Employees hired on or before June 30, 2012

1. Shall be eligible for the CalPERS retirement benefits formula based on 2.5% at age 55.
2. The final retirement compensation level shall be calculated using the single highest year of CalPERS reportable earnings, per the California Government Code.
3. Beginning with the first full pay period beginning on or after July 1, 2017, Tier I members shall pay four percent (4.0%) of the eight percent (8.0%) member contribution. The City will continue to pay the remaining four percent (4.0%) of the employee share.
4. Beginning with the first full pay period beginning on or after July 1, 2021, Tier I members shall pay eight percent (8.0%) of the eight percent (8.0%) member contribution. Effective the same date, all employee CalPERS contributions towards the 8% normal cost will be offset through an increase in the employees base wage. For example, if an employee contributes an additional 4% to the CalPERS normal cost, that employee will receive a 4% base raise at the same time. This base wage increase has been incorporated in the salary schedules in Appendix B – Salary Schedules.

Tier II: Full-Time Employees hired after June 30, 2012

1. Shall receive the CalPERS retirement benefit formula based on 2.0% at age 60.
2. The final retirement compensation level shall be calculated using the average of the three (3) highest consecutive year earnings, per the California Government Code.
3. Employees in Tier II are responsible for paying the full amount of the employee share, equal to fifty percent (50%) of the total “normal cost” as determined by CalPERS annual valuation reports up to an 8% contribution rate. The City offers retiree medical through CalPERS medical. The City pays the minimum contribution required by the Public Employees Medical and Hospital Care Act (PEMHCA) toward the retiree’s CalPERS medical insurance premium.

Tier III: “New Members” under PEPRA - Full time employees hired on or after January 1, 2013

- a. New Members are covered by the 2% at age sixty-two (62) benefit formula.
- b. New Members retirement benefit will be based on the highest thirty-six (36) consecutive months of compensation earnable.
- 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. The City will not make any contributions towards the employee share of PERS, as outlined in AB 340.

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.

ARTICLE 10 SUPPLEMENTAL BENEFITS

Deferred Compensation Plan

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

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

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

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

Health and Wellness Benefits

The City agrees to make available to each member of the Directors Unit, by means of reimbursement, up to \$750 per fiscal year for use by the employee for any of the following purposes:

1. Membership, subscriptions, and/or one-time fees associated with a health club, fitness center, physical training, fitness classes, and exercise gym;
2. Other formal mental and physical wellness programs, recovery treatments, alternative medication, and dietary supplements (smoking cessation, weight control, nutrition, chiropractic, mobility therapy, and/or similar programs);
3. Reimbursement for employee medical expenses and health screenings (deductibles or co-payments) not covered by the employee's health, dental or vision insurance.

Reimbursement will be made based on City Manager's approval, with proof such as expense receipts from the health screening, gym membership, vitamins, and other mental or physical health programs.

Article 11 RETIREE HEALTH INSURANCE

Retiree Health Insurance - The City offers retiree medical health coverage through CalPERS medical.

For Employees Hired Before July 1, 2012:

The City pays one hundred percent (100%) of the retiree's health insurance premium based on the retiree's level of coverage.

For Employees Hired on or after July 1, 2012:

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. This amount is adjusted annually by CalPERS.

In addition, the City agrees to establish a "retiree health savings account" program wherein the City matches employee contributions towards this program. The maximum matching amount provided by the City would be one percent (1.0%) of base salary. Program details will be discussed between unit employees and the City in order to establish a program that meets all IRS and PERS guidelines and regulations.

Article 12 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 benefit 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 PEMHCA minimum or \$200, whichever is higher. Current participants at time of ratification will be grandfathered into the cash in lieu benefits program at a rate equal to eighty percent (80%) of the health program amount they would qualify for. The amount will be distributed through the normal payroll process in twenty-four (24) equal payments.

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

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

Article 13 TYPES OF LEAVE

Administrative Leave

City agrees that each employee in the Unit, shall receive 80 hours of administrative leave the first full pay period of July of each year.

A total of 120 hours of administrative leave may be accumulated. Administrative Leave cannot be “cashed out”.

Sick Leave

Sick leave with pay is granted to all permanent, probationary and provisional employees.

The following are details of the sick leave provision:

Accrual

Sick leave allowance is one hundred and five (105) hours per year

Each employee will accrue four point zero three eight five (4.0385) hours of sick leave each pay period.

The maximum number of accrued hours per year is one hundred and five (105) hours.

The maximum number of hours available for cash payment per year is eighty-one (81) hours.

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.

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.

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.

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).

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.

VACATION

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 through ~~Fourteen~~ Nineteen for the three-year period of this agreement 168
Hours (6.462 hours per pay period)

~~Fifteen~~ Twenty Years or More 208 Hours (8 hours per pay period)

The City Manager has discretion to assign an appropriate vacation accrual – per the table above – for existing members in this unit or new hires based on their prior public sector service.

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

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.

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.

Accumulation: Vacation time may be accumulated to a maximum of three-hundred and twenty (320) hours. Employees with hours in excess of three hundred and twenty (320) will have those excess hours paid out the first payday in 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 payday of December).

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).

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:

An emergency is defined as follows:

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

The City Manager's decision is final.

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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 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.

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.

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.

Catastrophic Leave:

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

Eligibility –

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

Donor Employee Eligibility –

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

Conditions for Making Leave Donations –

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

How to Apply for or Donate Leave –

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

Solicitation of Donations –

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

Contact Information –

Questions about Catastrophic Leave should be directed to Human Resources.

HOLIDAYS

Authorized City paid holidays shall be as follows:

- New Year's Day
- Martin Luther King Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
-

The City shall fund the amount of hours per the current MOU productive schedule of compensation for each holiday.

Article 14 TECHNOLOGY STIPEND

Employees in the Director's Unit will be compensated one hundred and fifty dollars (\$150) per month as reimbursement for such use. Such reimbursement shall be taxable as compensation.

Payment of the monthly device/cell phone statement is the responsibility of the device/cell phone owner. The device/cell phone contract will be in the name of the employee who will be solely responsible for all payments to the service provider. The City does not accept any liability claims, chargers or disputes between the service provider and the staff member.

Recipients of a technology stipend must notify the City of the device/cell phone number and must continue to maintain the device/cell phone rental or air-time/pay-as-you-go contract while in receipt of the stipend.

Article 15 TRANSPORTATION ALLOWANCE

Unit employees' duties under this Agreement require that they have use of an automobile in the normal course of conducting City's business. The City therefore agrees to provide the Assistant City Manager five hundred dollars (\$500) per month as transportation allowance. Each of the Directors, City Clerk and Deputy Directors, shall receive a car allowance in the sum of four hundred dollars (\$400) per month. All employees shall be responsible for maintaining and paying for liability insurance as required by law and for all their automobile's operating, maintenance, and repair costs.

This will not exclude members of this Unit to receive any benefit included in the City's travel policy.

Article 16 PERSONAL LIABILITY

City may provide representation by legal counsel of City's choice to any employee required to testify before a Grand Jury, Administrative Hearing or Trial that arise out of the performance of employee's duties.

Article 17 NON-DISCRIMINATION

The City and Union mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of the Association. The City and Union mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, sex (including gender, gender identity, gender expression, and pregnancy), national origin, ancestry, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), union activity or any other legally protected classification.

Article 18 USE OF CITY FACILITIES

The Union shall be permitted to use the City facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available, and to the extent that the use of a facility will not interfere with department operations. Participating employees will attend said meetings on their own time.

Article 19 PERSONNEL FOLDERS

A Directors Unit employee shall be entitled to review the contents of his/her official departmental personnel folder at reasonable intervals upon request. Such review shall not interfere with the normal business of the department.

The employee may authorize a City representative or Designee to inspect the personnel folder, upon written consent of the employee. The written consent must be presented in person by the employee to the City's Human Resources Department. The City representative or Designee may not remove or have a copy of any document in the folder. The employee or Association representative's review of the personnel folder shall not interfere with the normal business of the department.

No evaluation or disciplinary document may be placed in an employee's personnel file without his/her review and a copy of the document presented to him/her. The employee shall acknowledge that he/she has reviewed and received a copy of the document by signing the document with the understanding that such signature does not necessarily indicate agreement with its contents.

Article 20 EMPLOYEE RELATIONS

Meetings at reasonable intervals will be scheduled at the request of the Union or the City for the purpose of informally discussing employer-employee relations issues.

Article 21 FAIR LABOR STANDARDS ACT (FLSA)

Pursuant to the Fair Labor Standards Act (FLSA), all 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.

Employees in this unit shall be treated as salaried employees in accordance with the provisions of the FLSA.

Article 22
TRAINING, AND PROFESSIONAL DEVELOPMENT

The City shall allow unit employees to attend training and professional development course or classes pertaining to the respected positions for professional training and development. The City shall pay or reimburse all expenses for training and professional development this shall include travel, registration, lodging, and transportation.

Unit employees shall justify and receive written approval for such trainings and professional development before the course or training sessions commence. The training and professional development request and invoice of completion shall be signed by the Directors Unit employee and the City Manager.

Article 23
PROFESSIONAL DUES/REGISTRATION

Employees in classifications represented by the Association who require registration or professional membership as a condition of employment will have such expenses paid by the City. At the City Manager's discretion, payment may either be made directly by the City to the appropriate organization or agency or may be reimbursed to the employee. In either case payment will only be on the basis of adequate documentation as required by the employee's appointing authority.

Article 24
TUITION REIMBURSEMENT

Tuition reimbursement for professional development shall be allowed for classroom or on-line type courses. The Unit employee may be reimbursed up to \$5,250 per fiscal year, not to exceed the Internal Revenue Service (IRS) maximum is in a given year covered by the term of the MOU, after the course has been completed, and the Directors Unit employee receives a transcribed grade of a "B" or better AND commit to continued service (employment) to the City of Pico Rivera for the equivalent of the school units, not to exceed two (2) years. Tuition advancement shall not be permitted.

If the Unit employee does not meet the committed continued service of employment, the Directors Unit employee surrenders the cost of the course on the final payment of employment.

All financial documentation shall be submitted at the end of the course and an official grade from the course shall be submitted as documentation. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Article 25
EMPLOYEE VOLUNTEER SERVICE HOURS

Employee Volunteer Service Hours:

The City shall grant each Directors Unit employee 10 hours of productive pay while providing volunteer hours in a community event. Employee Volunteer Service hours are to motivate employees to serve community needs through the City of Pico Rivera leadership. It is at the discretion of the Directors Unit employee as to what and where to provide the volunteer service hours.

Article 26
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 27
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 immediately upon ratification. 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.

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IN WITNESS THERE OF, the parties hereto have caused this Memorandum of Understanding to be executed this 13th day of June, 2023.

FOR THE CITY

DATE



Steve Carmona
City Manager

6.14.2023

FOR THE UNION

DATE



Jane Guo
Director of Administrative Services

6/14/23



Julia Gonzalez,
Deputy Director of Community & Economic Development

DATE

6/14/23

APPENDIX A

Assistant City Manager
City Clerk
Director
Deputy Director

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APPENDIX B – SALARY RANGES FOR UNIT EMPLOYEES

Position	Group	Zone A 2021-22 4%	Zone B 2021-22 4%	Zone C 2021-22 4%	Zone D 2021-22 4%
Assistant City Manager	VII				\$15,156- \$18,829
Director	VII	\$11,989- \$13,787	\$13,788-\$15,442	\$15,443-\$16,665	
Deputy Director	VII				\$10,750- \$12,824
City Clerk	VII				\$9,494- \$11,643

Position	Group	Zone A 2022-23 3%	Zone B 2022-23 3%	Zone C 2022-23 3%	Zone D 2022-23 3%
Assistant City Manager	VII				\$15,611 - \$19,394
Director	VII	\$12,349- \$14,201	\$14,202- \$15,905	\$15,906-\$17,165	
Deputy Director	VII				\$11,073- \$13,209
City Clerk	VII				\$9,779- \$11,992

Position	Group	Zone A 2023-24 3%	Zone B 2023-24 3%	Zone C 2023-24 3%	Zone D 2023-24 3%
Assistant City Manager	VII				\$16,079- \$19,976
Director	VII	\$12,719- \$14,627	\$14,628- \$16,382	\$16,383-\$17,680	
Deputy Director	VII				\$11,405- \$13,605
City Clerk	VII				\$10,072- \$12,352