

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
between the
CITY OF EL MONTE, CALIFORNIA
and
THE EL MONTE POLICE OFFICERS' ASSOCIATION

July 1, 2003 – June 30, 2005

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ARTICLE 1 - GENERAL PROVISIONS

Section 1 - Preamble

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into for the period between July 1, 2003 and June 30, 2005 and with reference to the following facts:

In the interest of maintaining harmonious relations between the City and affected employees, authorized representatives of the City Council of the City and authorized representatives of the Association have met and conferred in good faith exchanging proposals concerning wages and fringe benefits of affected employees; and

The authorized representatives of the City Council of the City and authorized representatives of the Association have reached an understanding as to certain changes in wages, fringe benefits and other terms and conditions of employment of the affected employees which have been approved by the City Council and which shall be implemented by appropriate lawful action following the execution of this written MOU.

Section 2 - Recognition

The El Monte Police Officers' Association, (hereinafter referred to as "Association") is the recognized employee organization for all sworn personnel employed in the Police Department of the City of El Monte (hereinafter referred to as "City") in the classifications of Police Officer and Police Sergeant, including the bonus assignments of, Agent, Agent/Investigator, Agent/Narcotics, School Resource Officer, Police Officer/Bonus, Agent/Special Assignment, Agent/Traffic, Community Relations Officer II, Helicopter Pilot, Records Systems Specialist and School Resource Officer within those classifications, hereinafter collectively referred to as "unit employees".

Section 3 - Payroll Deductions

During the term of this MOU and upon compliance with such rules and regulations pertaining thereto as the Administrative Services Department may establish, Association dues and such other deductions as may be lawfully permitted and agreed to by the City and the Association, shall be uniformly deducted semi-monthly from the salary of each unit employee who is a member of the Association. Any changes in said uniform dues or other deductions may be authorized in the following manner:

- A. A letter shall be submitted to the Deputy City Manager for Administrative Services with a copy to the Human Resources Officer listing the name of each affected unit employee.

- B. Said letter shall explain the reason for the required change in deductions and the amount of the change to be levied.
- C. Said letter shall contain the signatures of the President, Vice President, and Secretary - Treasurer of the Association.

Upon the receipt and verification of said letter, the Administrative Services Department shall promptly implement such changes in deductions.

This authorization for payroll deduction is revocable by an individual unit employee by a notice in writing submitted to the Administrative Services Department with a copy to the Association.

The Association agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this section.

Section 4 - Nondiscrimination

The parties mutually reaffirm their respective policies of nondiscrimination in the treatment of any unit employee because of race, religious creed, color, sex, sexual orientation, age, physical handicap, national origin or ancestry.

The parties mutually recognize the rights of unit employee to join or participate in Association activities or refrain from joining or participating in union activities and self-representation pursuant to Government Code Section 3502.

Section 5 - Management Rights

All parties hereto recognize the City as having and retaining the exclusive right to manage and direct the performance of the City's services and work forces performing such services subject to the provisions of the Meyers-Milias-Brown Act.

Section 6 - Maintenance of Existing Benefits

As of January 12, 2004, the following represented the parties' respective positions concerning the language of §6 - Maintenance of Benefits, and the procedural history or posture of the parties concerning further negotiations, impasse and actions concerning this portion of the MOU.

City Proposal

All existing wages, hours and other terms and conditions of employment as specifically set forth or contained within this MOU shall remain in full force and effect during the entire term of this Agreement, unless changed by mutual written agreement of the parties.

Association Proposal

All existing wages, hours and other terms and conditions of employment and any policies or practices regarding wages, hours and other terms and conditions of employment, whether or not specifically included in this MOU, shall remain in full force and effect during the entire term of this Agreement unless changed by mutual written agreement of the parties.

Procedural History:

At the time that the terms of this MOU were agreed upon by the parties, they could not agree upon the language and content of Section 6 - Maintenance of Benefits. In order to permit the agreed upon salary and benefits increases to take effect, the MOU was adopted by the parties with the specific agreement that they continue to meet and confer in good faith over the language and content of Section 6 - Maintenance of Benefits. It was further agreed that if the parties reached impasse with regard to Section 6 - Maintenance of Benefits, they would then exhaust applicable impasse resolution procedures, if any. Thereafter, the City reserves the right to impose its last, best, final offer, and the Association reserves its right to contest such imposition. It was further agreed that the parties reserve all legal rights they might otherwise have.

Section 7 - Severability

If any provision or any portion contained in this MOU or the application thereof to any person or circumstances is held to be unconstitutional, invalid or unenforceable, it shall be deemed severable; the remainder of the MOU and application of such provision or portion thereof, to other persons or circumstances, shall remain in full force and effect.

ARTICLE II - SALARIES AND COMPENSATION

Section 1 - Salary

Effective July 1, 2004, the City shall grant a two percent (2%) across-the-board base salary increase to all unit employees.

Effective July 1, 2004, following is a salary matrix for unit employees:

CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
AGENT	278	4,322	4,538	4,765	5,003	5,253

AGENT/ SPECIAL ASSIGNMENT	278	4,322	4,538	4,765	5,003	5,253
AGENT/INVESTIGATOR	278	4,322	4,538	4,765	5,003	5,253
AGENT/NARCOTICS	278	4,322	4,538	4,765	5,003	5,253
AGENT/TRAFFIC	278	4,322	4,538	4,765	5,003	5,253
CRO II	333	4,956	5,204	5,464	5,737	6,024
POLICE HELICOPTER PILOT	333	4,956	5,204	5,464	5,737	6,024
POLICE OFFICER	256	4,086	4,290	4,505	4,730	4,967
POLICE OFFICER/BONUS	278	4,322	4,538	4,765	5,003	5,253
POLICE SERGEANT	333	4,956	5,204	5,464	5,737	6,024
RECORDS SYSTEMS SPECIALIST	333	4,956	5,204	5,464	5,737	6,024
SCHOOL RESOURCE OFFICER	278	4,322	4,538	4,765	5,003	5,253

Section 2 - Step Increases

Step 1: shall normally be the entry-level step for new unit employees.

Step 2: a unit employee should receive this step after the completion of six months of satisfactory service and receipt of "competent" performance rating in Step 1 in the same classification. This step should be considered as an incentive adjustment to encourage a unit employee to improve.

Step 3: should be considered the proper step for an ordinarily conscientious unit employee who has received a "competent" performance rating and has completed one year of service at Step 2 in the same classification.

Step 4: should be considered the proper step for an ordinarily conscientious unit employee who has received a "competent" performance rating and has completed one year of service in Step 3 in the same classification.

Step 5: should be considered the proper step for an ordinarily conscientious unit employee who has received a "competent" performance rating and has completed one year of service in Step 4 in the same classification.

Section 3 - Longevity Pay

A longevity pay plan shall provide the following additional amounts above base salary of:

YEARS OF SERVICE	EMPLOYEE HIRE DATES	
	Before 01/01/86	After 01/01/86

After five (5) years	Two (2) percent	\$ 75
After ten (10) years	Four (4) percent	\$ 100
After fifteen (15) years	Five (5) percent	\$ 125
After twenty (20) years	Six (6) percent	\$ 150

Section 4 - Education Incentive Pay

Each unit employee who possesses the Peace Officer's Standards and Training (POST) Basic Certificate will receive an additional two percent (2%) above base salary. Each employee who possesses an Intermediate POST Certificate will receive seven and one half percent (7-1/2%) above base salary. Each unit employee who possesses the Advanced POST Certificate will receive thirteen percent (13%) above base salary. The increases shall commence on the first day of the calendar month following the date that the employee meets the certification requirements and submits the appropriate paperwork/application.

Section 5 - Acting Pay

Each unit employee, who by written assignment of the proper superior performs the duties of a position with a higher salary classification, shall receive the compensation specified for the higher position, if the unit employee performs the duties thereof for a period of three (3) or more consecutive work days or more consecutive on-duty hours; said increased compensation to be at such a step within the higher classification as will accord such unit employee an increase of at least five percent (5%) over that person's current regular compensation.

Section 6 - Extra Duty Pay

Each unit employee assigned extra duty shall be compensated at the rate of one and one-half times Step 5 of the Police Officer's hourly rate of pay.

Section 7 - Overtime Pay

The City declares the 7K Exemption for Law Enforcement Personnel as defined in the Fair Labor Standards Act for the purposes of computing overtime. The work period is designated to be 28 days beginning April 15, 1986.

Payment for overtime in excess of the regular assigned work shift will be paid at the rate of one and one-half times the unit employee's hourly rate of pay for all hours worked in excess of 160 hours in a 28 day period. Hours worked will consist of actual hours worked including lunch time, travel time on call-back emergencies, shift exchanges or adjustments when required by the City, and all other time during which the unit employee is necessarily required to be on duty or at a prescribed work place. Hours worked will also include all paid leave such as sick leave, holiday, vacation, or compensatory time.

Overtime hours will be compensated at one and one-half time the regular rate of pay, which includes the unit employee's hourly rate of pay and all other remuneration such as education incentive, and longevity pay for employment paid to the unit employee.

The City will pay any accrued overtime after each pay period.

Section 8 - Court Time

Compensation for required "in-court" court time shall be for a minimum of four (4) hours per morning and four (4) hours per afternoon appearance outside of the normal assigned work schedule at the rate of time and one-half their regular rate of pay.

Section 9 - Court Standby Time

For the purposes of this paragraph, court standby time will be interpreted as that time during which a unit employee will be on call at a location where that person will be able to appear in court within one hour from the time contacted. As described above, the Association agrees that standby time is only "partially" restrictive and not "totally" restrictive. Compensation for court standby time will be a minimum of two (2) hours per morning session and a minimum of two (2) hours per afternoon session for courts of limited jurisdiction (formerly referred to as "municipal court"). Compensation for court standby time will be a minimum of four (4) hours per morning session and a minimum of four (4) hours per afternoon session for superior or juvenile court. Compensation for court standby shall be at the employee's regular rate of pay.

Section 10 – Direct Deposit

A new unit member must sign up for direct deposit.

Section 11 - Work Schedule

The City also certifies that unit employees assigned to patrol will work the so-called "3/12" shift. On that assigned shift, unit employees will work three consecutive twelve and one half hour workdays with four consecutive days off thereafter. Unit employees who are

assigned to the 3/12 shift shall be required to work an additional shift of ten (10) hours each month.

Section 12 - Detective Standby Time

Unit employees assigned to the Detective classification shall be entitled to ten (10) hours of compensatory time off for each weekend or portion thereof whenever working standby in the Detective classification. Weekends are herein defined as 1700 hours on Friday to 0700 hours on Monday. A Detective who is called in while off duty shall be paid one and one-half times that Detective's regular rate of pay for the duration of the call-in with a minimum of 2 hours. A call-in begins upon telephonic contact with the Detective and includes a reasonable amount of travel time.

Section 13 - Field Training Officer Compensation

Each sworn employee below the rank of agent shall be provided the sum of \$125.00 as and for compensation in connection with serving as a field training officer. Eligibility for said \$125.00 per month is contingent upon the training officer being regularly assigned a trainee as part of the formal department training program.

A unit employee, who by written assignment of the proper superior performs the duties of Field Training Officer, shall receive the compensation specified for Field Training Officer, if the unit employee performs the duties thereof for a period of three (3) or more consecutive work days or more consecutive on-duty hours. The sum of \$125.00 per month shall be paid in those instances where a field training officer performs said training duties during all or any part of all assigned monthly shifts. In any instance where a field training officer performs said assigned duties during all or part of less than all assigned shifts, the \$125.00 shall be reduced on a prorated basis. For example, if a field training officer has twelve (12) assigned shifts during a month, and actually performs field training duties during all or part of six (6) of said shifts, then the monthly compensation shall be \$62.50.

Section 14 – Pay and Benefits for Lateral Police Officer

Lateral Police Officer are defined as those applicant who posses the following minimum qualifications:

- A. Possession of a Basic or higher POST certificate.
- B. Current employment by a California Police Department for a minimum of one year, having successfully completed the probationary period with that department.
- C. The benefits of Lateral Police Officers shall be as follows:

- a) Salary – starting salary based on years of prior continuous law enforcement service with the California law enforcement agency.
- b) Sick Leave – all unused accumulated sick leave for which the officer is not compensated by the agency he/she is leaving, is transferable to the City of El Monte.
- c) Vacation – earned with the City of El Monte in accordance with the number of years of prior continuous law enforcement service with the California law enforcement agency.
- d) Promotions – prior total California law enforcement experience will be considered for satisfying years in-grade requirement for promotional examinations after completion of probationary period.
- e) Seniority, Overtime, Longevity Pay
 - i) Accumulated overtime is not transferable to the City of El Monte.
 - ii) Prior law enforcement experience is not used in computing longevity pay or seniority benefits for shift or vacation selection.

ARTICLE III - FRINGE BENEFITS

Section 1 - Health Insurance

The City shall contribute the current rate towards the cost of PERS Health medical insurance for each unit employee. Effective July 1, 2001 and 2002, the City shall increase the contribution in effect at that time by three percent (3%) or by a percentage equal to the annual increase in the Consumer Price Index for Urban Consumers as determined by the U.S. Department of Labor's Bureau of Labor Statistics for the Los Angeles - Long Beach - Anaheim area for the year ending April 2000 and 2001 respectively, whichever is higher.

If, during the term of this agreement, the family Kaiser Permanente rate of the PERS Health Care Plan exceeds the City's required contribution as set forth above, the City will increase its contribution to that rate.

If the unit employee does not use the full allotment of medical benefits, the remainder will be paid monthly to the unit employee as taxable cash. If a unit employee can provide to the Human Resources Officer proof of insurance elsewhere (such as through a spouse), then the unit employee may totally drop medical insurance and take the full rate as described in this Section as taxable cash.

It is the intention of the City to provide basic medical benefits through the PERS' medical plans and Medicare to honorable retirees and their spouses for life. This medical insurance benefit is to be provided for unit employees who end employment after July 1, 2000. Current practice will be maintained for unit employees who retired before July 1, 2000.

1. For purposes of this section, an honorable retiree is defined as followed:
 1. A unit employee who receives a nonindustrial disability retirement annuity from PERS and has a minimum of ten years of continuous service as a regular employee of the City of El Monte; or
 2. A unit employee who receives a nonindustrial disability retirement annuity from PERS and has a minimum of ten years of continuous service as a sworn police officer; or
 3. A unit employee who receives an industrial disability retirement annuity from PERS; or
 4. A unit employee who is at least 50, receives a service retirement annuity from PERS and has ten years of continuous service as a regular employee of the City of El Monte; or
 5. A unit employee who is at least 50, receives a service retirement annuity from PERS and has ten years of continuous service as a sworn police officer.
2. For purposes of this section, the spouse of an honorable employee is defined as follows:
 1. The spouse of a unit employee, who, after July 1, 2000, retires from active employment and has completed 25 years of continuous service as a regular employee of the City of El Monte; or
 2. The spouse of a unit employee, who, after July 1, 2000, retires from active employment and has completed 25 years of continuous service as a sworn police officer; and
 3. The spouse of a unit employee who, after July 1, 2000 retires from active employment and receives an industrial disability pension annuity.
3. For purposes of this section a dependent child is defined as:
 1. The unmarried, natural or legally adopted child of a deceased or honorably retired unit member from birth to age 19 (or to age

23, if enrolled as a full-time student) or a disabled child regardless of age who is dependent upon the surviving spouse for total support.

The City will reimburse honorable retirees and spouses at the prevailing Kaiser rate (single, two-party or three-party) offered through PERS medical plans. Upon reaching the age of Medicare eligibility, the honorable retiree and that person's spouse must apply for Medicare. If they are ineligible for Medicare Part A or Part B at no expense, the City will pay for such coverage. The City will also pay the prevailing Kaiser Medicare Supplementary rate.

If an active, regular unit member dies or if a unit member, who is receiving a disability retirement, dies the City will pay medical insurance costs at the prevailing Kaiser rate for the surviving spouse and dependent children.

If for any reason the City no longer contracts with PERS for retiree medical benefits, the City will offer a comparable health plan available to honorable retirees, their spouses and dependent children at employee group rates that does not decrease the level of coverage. In the event there is a dispute about which plan is comparable, the City and the Association will meet and confer on that subject.

If an eligible retiree or spouse selects a medical plan more costly than that offered by Kaiser, he or she will pay the difference between the new plan and the Kaiser plan.

Each year the City may require proof of PERS medical premiums and Medicare costs. Any benefits granted under this provision stop when the honorable retiree and qualifying spouse die and there are no longer any dependent children.

The basic benefit structure of the City's medical insurance plans shall not be reduced during the term of this agreement. The City reserves the right to increase benefits if it so desires.

Section 2 - Uniform Allowance

Effective July 1, 2003, a uniform allowance of \$1000 per calendar year shall be paid to each unit employee who is required to maintain a uniform. All of said sum shall be used for the purchase and cleaning of official uniforms. The sum payable shall be paid in two (2) installments, each installment to be made at a time determined by the City Manager, which time shall be at or prior to July and December. In the case of a unit employee who has worked less than six (6) months at the time such an installment is payable, the installment shall be prorated on the ratio that the number of months worked by such unit employee

bears to six (6) months. Also, any unit employee who terminates prior to the date an installment is payable shall not be entitled to any prorated portion of said installment. A unit employee who terminates shall refund to the City any uniform installment not fully used. The amount of the refund shall be prorated based on the number of months worked.

Section 3 - Retirement

- A. The City provides retirement coverage through the Public Employees' Retirement System (PERS).
- B. The unit employee contribution is nine percent (9%) of base salary. The City shall contribute this nine percent (9%) as the unit employee's contribution for deposit in the unit employee's PERS account.
- C. Additional Retirement Benefits:
 - 1. "3% at 50" formula as adopted by the City based on the nine percent (9%) employee contribution rate. (G.C. 21362.2)
 - 2. Fourth Level 1959 Survivors Benefit as adopted by the City. (G. C. 21574)
 - 3. Fifty Percent (50%) Widow's\Widower's Continuance Benefit as adopted by the City. (G.C. 21263)
 - 4. Highest One Year compensation as the period for determining retirement benefits. (G. C. 20042)
 - 5. Conversion of Unused sick leave toward service credit. (G. C. 20965)
 - 6. Post Retirement Survivor's Benefit for continuation of benefits after remarriage. (G. C. 21635)
 - 7. Four Percent (4%) Retirement Cost of Living Allowance Maximum. (G. C. 21335)
 - 8. For unit employees the City of El Monte elects to pay nine percent of the normal unit employee contributions as employer paid member contributions (EPMC) and report same to PERS as compensation. (G.C. 20636 [C][4]).

9. Pre-Retirement Optional Settlement 2 Death Benefit. (G.C. 21548)
10. Military Service Credit as Public Service. (G.C. 20946)

Section 4 - Deferred Compensation

All unit employees must join the Deferred Compensation Plan offered by the Public Employees' Retirement System. Effective retroactive to July 1, 1995, the City agrees to contribute an amount equal to four percent (4%) of each unit employee's base salary and longevity to the Plan. Effective retroactive to July 1, 1996 the City agrees to contribute an additional amount equal to three percent (3%) of each unit employee's base salary and longevity to the Plan for a total of seven percent (7%). Effective July 1, 1998 said contribution shall total nine percent (9%). The amounts contributed to the Plan are subject to the statutory limits outlined in the Codes of the United States Internal Revenue Service. All unit employees may still participate in other City deferred compensation plans in addition to the Plan offered by the Public Employees' Retirement System.

Section 5 - Long Term Disability

The City shall pay \$15.98 per month to the Association on behalf of each unit employee in lieu of long-term disability insurance. Unit members must purchase long-term disability insurance through the Association.

Section 6 - Spanish Language Training

The City agrees to provide all unit employees the opportunity to learn Spanish at the City's expense during a time mutually agreeable to both parties.

Section 7 - IRS Section 125c Benefits

Unit employees are eligible for benefits payable under IRS Section 125c. As outlined in the IRS Code, unit employees may submit certain out of pocket expenses (such as unreimbursed medical expenses and child care expenses) to the Section 125c Administrator appointed by the City. If such out of pocket expenses meet the requirements of the IRS Code, these expenses shall be deducted from the unit employee's gross pay as reported to the IRS thereby lowering the unit employee's total tax liability during the year.

Section 8 – Shooting Pay

A. Effective January 1, 2004, and each January 1, thereafter, the City shall pay to each employee "Shooting Pay" of one percent (1%) above the employee's base salary, provided:

- 1) The Employee successfully qualified (duty weapon and shotgun) during each quarterly qualification period from the preceding year; and
- 2) The Employee had no preventable accidental firearm discharges during the preceding year.

B. An Employee who fails to qualify within any one or more of the quarterly qualification periods (as required by Department policy) shall be ineligible for "Shooting Pay" for the next year. An employee who does not shoot during a quarterly shooting qualification period will maintain his/her eligibility for Shooting Pay for the next year, provided the employee:

- 1) Was on administrative leave;
- 2) Assigned to a work or training location that was outside of Los Angeles County;
- 3) Could not shoot due to injury;
- 4) Could not shoot due to range closure; or
- 5) Due to other legitimate circumstance as approved by Police Management.

ARTICLE IV - LEAVE POLICIES

Section 1 - Holidays

A. Holidays shall be established at the rate of ten (10) hours for each holiday that occurs during the year to a maximum of 130 hours per year, beginning each calendar year. The holidays are as follows:

1. New Year's DayJanuary 1
2. Martin Luther King's Birthday..... Third Monday in January
3. Presidents' Day Third Monday in February
4. Memorial Day Last Monday in May
5. Independence Day July 4
6. Labor Day First Monday in September
7. Admission Day..... September 9
8. Veterans' Day November 11
9. Thanksgivings Day Fourth Thursday in November
10. Day after Thanksgivings Day..... Fourth Friday in November
11. Day before Christmas December 24
12. Christmas Day December 25
13. Day before New Year's..... December 31

- B. Beginning in January 2000 a holiday bank shall be established for each unit member at the rate of ten (10) hours for each holiday, which occurs during the year to a maximum of 130 hours per year beginning each calendar year. On or about January 20 of each year thereafter, each unit member will receive a cash payment for all remaining time in the holiday bank at straight time on the base rate. There shall be no carryover of banked holiday hours from one calendar year to another.
- C. Employees who leave City employment shall be paid a pro-rata amount of unused holiday pay. The terminating employee shall be paid all unused holiday pay equivalent to the number of holidays that occur between January 1 and the date of the employee's termination. For example, if an employee resigns effective July 1 and has not been paid holiday pay at all during that calendar year, he or she will be paid a total of forty (40) hours of holiday pay for New Year's Day, Martin Luther King, Jr. Birthday, Presidents' Day and Memorial Day. If, however, the terminating employee used more holiday hours than have occurred between January 1 and the termination date, the amount of over usage shall be **deducted** from his or her accrued leave balances or final pay.
- D. Whenever a holiday occurs on a scheduled work day and the employee does not work, holiday banked hours must be used. If an employee has exhausted his or her banked holiday hours and a holiday occurs, he or she must use accrued leave in order to be paid on that day. Vacation leave shall be the first used. If the employee has no vacation leave, other types of accrued leave may be used. However, the employee may not use sick leave to be paid for a holiday. If an employee has exhausted all accrued leave balances on a holiday, he or she will not be paid on that day.
- E. Any Unit member, including an Agent/Investigator, who is previously approved by management to work on a holiday or who is assigned to a classification that regularly works on a holiday shall be compensated for any and all such hours actually worked at the rate of 1.5 times the employee's base salary rate, commonly referred to as "time and one-half". For example, if an employee works ten (10) hours, he or she will be paid a total of fifteen (15) hours for the day -- ten (10) hours of regular pay and an additional five (5) hours of pay. The additional pay referred to in this paragraph must be paid in salary. For the purpose of this paragraph, the phrase "regularly works" means work that recurs at fixed and uniform intervals. For the purpose of this paragraph, the phrase "regularly works on a holiday" means work that regularly starts after 12:01 a.m. on the day of the holiday.

Section 2 - Vacation

YEARS EMPLOYED	VACATION EARNED PER WORK HOUR	YEARLY EARNINGS	MAXIMUM
0-2	2.31 minutes	80 hours	
3-9	3.46 minutes	120 hours	
10	3.69 minutes	128 hours	
11	3.92 minutes	136 hours	
12	4.15 minutes	144 hours	
13	4.38 minutes	152 hours	
14	4.62 minutes	160 hours	

Section 3 - Sick Leave

Effective October 1, 2003, sick leave shall be accumulated at the rate of ten (10) hours for each calendar month of service.

Sick leave shall not be considered as a privilege, which a unit employee may use at that person's discretion but shall be allowed only in case of actual sickness or disability of the unit employee or within the immediate family. Sick leave in the case of the death of a member of the immediate family of a unit employee shall be granted only by and at the discretion of the department head of such unit employee.

In order to receive compensation while absent on sick leave, the unit employee shall notify the immediate supervisor or the Human Resources Officer prior to or within four (4) hours after the beginning of that person's assigned shift or as may be specified by the department head. When absence is for more than one (1) work day, the unit employee shall file a physician's certificate or a personal affidavit with the Human Resources Officer stating the cause of the absence.

All unit employees shall be entitled to sick leave privileges except a unit employee with less than six (6) months service with the City. However, sick leave credits for such time shall be granted to each such unit employee who remains employed after six (6) months of service.

Upon retirement from City service, a unit employee will be paid, at the rate of pay in effect upon retirement, for one-half of all unused accumulated sick leave. Any remainder shall be converted to service credit in accordance with G. C. 20965.

Section 4 - Personal Business Leave

Effective July 1, 2003, unit employees will be allowed to use up to thirty (30) hours per year for the purpose of conducting personal business, which must be performed during normal business hours. Such requests for personal business leave must be approved in advance by the department head.

Section 5 - Compensatory Time Off Pool (Association)

Effective February 23, 1982, unit employees eligible for overtime shall be able to contribute compensatory time in hours in lieu of salary. A committee consisting of the Police Association Board will collect, hold and distribute the compensatory time as shown below:

A. Purpose

The purpose of this Police Association Board would be to provide compensatory time off for unit employees of the Association who qualify under the following guidelines:

1. The unit employee is unable to work because of a prolonged illness, accident or other unforeseen occurrence, as approved by the committee.
2. The unit employee is out of sick time.
3. The unit employee is out of vacation.

B. Administration

The Police Association Board will meet to determine if the unit employee meets the requirements and if the unit employee does, the Vice President of the Association will release the necessary previously collected compensatory time off hours to that unit employee through the office of the Chief of Police.

C. Hours Donated

1. The unit employees of the Association will be asked to voluntarily donate time towards this "compensatory time off pool."

2. A goal of 400 hours will be set for the maximum amount of hours to be accumulated, held and maintained. When these hours are expended, more hours will be requested until the expended hours are replaced.

D. Record Keeping

1. The Association unit employees donating their hours will submit Leave Request Forms. Once the proper supervisor has approved each slip, the form will be forwarded to the Administrative Services Department. The Association Vice President will keep in contact with the office of the Chief of Police to determine the amount of hours needed by any unit employee.

Section 6 - Compensatory Time Off Bank (Individual)

Each unit employee eligible for overtime shall be able to bank compensatory time up to a maximum of eighty (80) hours in lieu of salary. The accumulated compensatory time may be used by the individual after approval of the department head.

Section 7 - Leave of Absence Without Pay

Leave of absence without pay granted by the City Council shall not be construed as a break in employment, and rights accrued at the time the leave is granted shall be retained by the unit employee; however, vacation credit, sick leave credit, medical insurance contributions, and other fringe benefits shall not accrue to a person during a leave of absence without pay. A unit employee reinstated after a leave of absence without pay shall receive the same step in the salary range the unit employee received when the leave of absence without pay was granted. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the unit employee's salary anniversary date shall be set forward one month for each thirty (30) consecutive calendar days taken.

In accordance with the City's past practice, upon approval by the appointing authority of an unpaid leave of absence, an employee shall be allowed to utilize one day of sick time (if employee or immediate family member is sick) or vacation time in each month of unpaid absence and the City will cover the cost of medical and other benefits during that month, just as if the employee were in a full paid status during that month. An employee shall be allowed to use sick leave only if a doctor's report of continuing disability is on file in

the Human Resources Office. This procedure shall be at the employee's option for the first four months of approved unpaid leave of absence and at the City's option thereafter.

Section 8 - Implied Resignation

Any unit employee who is absent from duty without authorization for a period of fourteen (14) consecutive calendar days shall be deemed to have impliedly resigned from employment with the City. Within a reasonable length of time after the implied resignation date, the unit employee may appeal to the Department Head for reinstatement, which may be granted if the appellant shows that the absence was for good cause, that it was beyond the control of the appellant and that there was no way the appellant could wire, phone, post or other wise contact the Department to explain the absence.

Section 9 - Police Officers' Association Business

The El Monte Police Officers' Association is permitted four hundred eighty (480) hours to pursue Association business. Association Leave must be authorized by the POA Board and approved by the individual's immediate supervisor. The employee taking Association leave shall forward a P.O.A. Comp Time Request and Authorization Form to police administration for tracking purposes. The hours may not be accumulated and/or transferred to any subsequent year.

Section 10 - Family Care and Medical Leave

- A. Statement of Policy - In accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) the City of El Monte will provide family and medical care leave for eligible employees, as defined.
- B. Definitions
 - 1. 12-Month Period - means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
 - 2. Child - means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or stepchild.
 - 3. Serious health condition - means an illness, injury impairment, or physical or mental condition that involves:

- a. Any period of incapacity or treatment in connection with or in consequent to a hospital, hospice or residential medical care facility;
 - b. Any period of incapacity requiring absence from work of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;
 - c. Continuing treatment of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or
 - d. Prenatal care by a health provider.
4. Continuing Treatments means:
- a. Two or more visits to a health care provider;
 - b. Two or more treatments by a health care practitioner (e.g. physical therapist) on referral from, or under the direction of a health care provider or;
 - c. A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g. medication therapy).

C. Reasons for Leave - Leave is only permitted for the following reasons:

- 1. The birth of a child or to care for a newborn of an employee;
- 2. The placement of a child with an employee in connection with the adoption or foster care of the child;
- 3. Leave to care for a child, parent, or a spouse who has a serious health condition; or
- 4. Leave because of the serious health condition that makes the employee unable to perform the functions of his/her position.

- D. Employees Eligible for Leave - An employee is eligible for leave if the employee has been employed for at least six (6) calendar months.
- E. Amount of Leave - Eligible employees are entitled to a total of 480 hours of leave in any 12-month period. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.
- F. Employee Benefits While on Leave - Leave under this policy is unpaid. While on leave, employees will continue to be covered by the City of El Monte's group health insurance to the same extent that coverage is provided while the employee is on the job. Employees may make the appropriate contributions for continued coverage under the preceding benefit plans by payroll deductions or direct payments made to these plans. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
- G. Substitution of Paid Accrued Leaves - If an employee requests leave for any reason permitted under this policy, he/she must exhaust all accrued leaves (except sick leave) in connection with the leave. The exhaustion of accrued leave will run concurrently with the leave under this policy.

If an employee requests leave for his/her own serious health condition, in addition to exhausting accrued leave, the employee must also exhaust sick leave.

- H. Medical Verification - Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of his/her position.

If the City of El Monte has reason to doubt the validity of a certification, the City may require a medial opinion of a second health care provider chosen by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee. The opinion of the third provider will be binding.

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a

serious health condition the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can be best accomplished through an intermittent or reduced leave schedule.

- I. Employee Notice of Leave - Although the City of El Monte recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion adequately cover the position with a substitute.
- J. Reinstatement Upon Return from Leave - Upon expiration of leave, an employee is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent position.

As a condition of restoration of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to work. Failure to provide such certification will result in denial of restoration.

- K. Employees must fill out the applicable forms in connection with leave under this policy.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1 - Definitions

A grievance is defined as any dispute concerning the interpretation or application of a specific provision of this agreement dealing with wages, hours, and other terms and conditions of employment, the Personnel Rules and Regulations, or departmental rules and regulations governing personnel practices or working conditions which adversely affect permanent unit employees covered by this MOU. An impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance.

Section 2 - Responsibilities and Rights

- A. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided by the City Personnel Rules and Regulations or Municipal Code. Section 2.72.140 of the Municipal Code shall apply in matters of demotion, dismissal, and reduction in pay.
- B. No unit employee shall lose the right to process a grievance because of management-imposed limitations in scheduling meetings.
- C. The unit employee has the responsibility to discuss the grievance informally with the appropriate supervisor. The immediate supervisor will, upon request of a unit employee, discuss the grievance at a mutually satisfactory time. The unit employee may be represented by an attorney or by a representative of the exclusive bargaining agent in the informal discussion with the appropriate supervisor in all formal levels of review.
- D. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement. The unit employee and management may waive one or more levels of review from this grievance procedure again, by mutual agreement.

Section 3 - Procedure

The grievance procedure for permanent unit employees covered by this MOU shall be as follows:

Step 1 - First Level of Review

The unit employee shall discuss the grievance with the immediate management supervisor on an informal basis in an effort to resolve the grievance. The grievance shall be considered waived if not so presented to the immediate management supervisor within thirty (30) calendar days following the day when the event upon which the grievance is based occurred. Said thirty (30) calendar days may be waived by mutual consent of the parties involved. The immediate management supervisor may require that the unit employee submit the grievance in writing. Similar grievances submitted by more than one unit employee may be consolidated by management into one or more separate grievances.

The immediate management supervisor shall respond within five (5) calendar days following the meeting with the unit employee. Failure of the immediate management supervisor to respond within such time limit shall entitle the unit 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 unit employee may serve written notice of the grievance on a form provided by management to the department head within fifteen (15) calendar days of receipt of the grievance response at Step 1. Failure of the unit employee to serve such written notice shall constitute a waiver of the grievance.

If such written notice is served, the department head shall meet with the unit employee and a written decision or statement of the facts and issues shall be rendered to the unit employee and that person's representative, if any, within fifteen (15) calendar days from the date of service. Failure of management to respond within such a time limit shall entitle the unit employee to process the grievance at the next level of review.

Step 3 - Third Level of Review

If the grievance is not settled at Step 2, the unit employee may serve written notice of the grievance on said form upon the City Manager within seven (7) calendar days following receipt of the grievance response at Step 2. Failure of the unit employee to serve such notice shall constitute a waiver of the grievance. If such notice is served, the grievance shall be heard by the City Manager or that person's designee within fifteen (15) calendar days. The City Manager or designee will afford the parties an opportunity to present oral and/or written arguments on the merits of the grievance and shall render to the unit employee and representative, if any, a written decision within thirty (30) calendar days from the date said arguments were submitted.

Step 4 - Appeal Hearing

Discipline shall be heard by a Hearing Officer as outlined in City of El Monte Municipal Code Section 2.72.140(E4) (Appeal for Non-Safety Employees).

ARTICLE VI - IMPLEMENTATION

This MOU has been approved by a vote of the City Council of the City. Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

For the City of El Monte	For the El Monte Police Officers' Association
Juan D. Mireles, City Manager	George Mendoza, President