



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MONROVIA

AND

THE MONROVIA MUNICIPAL EMPLOYEES' ASSOCIATION

JULY 1, 2022 – JUNE 30, 2027

**MEMORANDUM OF UNDERSTANDING
MONROVIA MUNICIPAL EMPLOYEES' ASSOCIATION
FISCAL YEARS 2022 – 2027**

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SECTION I. GENERAL

This Memorandum of Understanding (Agreement) is made and entered into by and between the City of Monrovia (City) and the Monrovia Municipal Employees' Association (Association), pursuant to the Meyers-Millias-Brown Act of the State of California, the Monrovia Municipal Code, and the Personnel Rules and Regulations of the City of Monrovia. The City and the Association have agreed on the terms outlined in this Agreement for a five-year period (Fiscal Years 2022 – 2027), to remain in effect through June 30, 2027, and subject to the provisions contained herein.

The City Council ratified and approved the terms and conditions of employment set forth in this Agreement on June 21, 2022.

It is the intent and purpose of this Agreement to set forth the understanding reached between the Association and the City as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between employees represented by the Association and representatives of the City. The parties affirm their mutual commitment to the goals of respecting and valuing people, effective and efficient public service, sound and responsible management, and amicable employer-employee relations.

SECTION II. REPRESENTED POSITIONS**A. Full-Time Represented Positions.**

The City recognizes that the following full-time positions shall be represented by the Association and shall be subject to the compensation and supplemental benefit levels provided herein:

- Accountant
- Accounting Assistant
- Administrative Assistant
- Assistant to the City Clerk
- Assistant Planner
- Associate Planner
- Benefits Coordinator
- City Facilities Caretaker
- Combination Inspector
- Communications Analyst
- Customer Service Representative
- Development Services Technician
- Fire Inspector
- Hazardous Materials Fire Inspector
- Hillside Wilderness Preserve Supervisor
- Human Resources Technician
- Human Resources Officer
- Information System Analyst
- Information Systems Technician
- Librarian
- Library Supervisor
- Maintenance Lead Worker (Facility, Park, Street, & Utility)
- Maintenance Supervisor (Facility, Field Services, Park, Street, Utilities)
- Maintenance Worker (Facility, Park, Street, & Utility)
- Management Analyst
- Management Assistant
- Neighborhood Preservation Officer
- Neighborhood Services Program Coordinator
- Office Administrator
- Payroll Technician
- Planning Technician
- Principal Accountant
- Project Coordinator
- Project Manager
- Recreation Coordinator
- Recreation Supervisor
- Senior Accounting Assistant
- Senior Administrative Assistant
- Senior Combination Inspector
- Senior Development Services Technician
- Senior Human Resources Technician
- Senior Information System Analyst
- Senior Maintenance Worker (Facility, Park, Street, & Utility)
- Senior Management Analyst
- Senior Payroll Technician
- Senior Planner
- Senior Public Works Inspector
- Utility System Customer Service Supervisor
- Water Production Operator
- Water Production Supervisor

SECTION III. MANAGEMENT RIGHTS AND RESPONSIBILITIES

In order to ensure that the City shall have the ability to carry out its functions to provide continuing public services, the City retains the sole and exclusive right, responsibility and authority to determine its mission, purpose, objectives, and policies which are not specifically abridged in this

Agreement and which shall include, but not necessarily be limited to, the following:

1. To determine the standards and levels of services to be rendered, operations to be performed, utilization of technology and equipment, means and method of operations, overall budgetary matters (including but not limited to the right to contract or sub-contract any work, services or operations of any agency or department);
2. To determine the policy of all departments and agencies of the City including the right to manage and direct their affairs of all agencies and departments in all respects;
3. To hire, promote, transfer, assign, and retain employees, and to suspend, demote, discharge or take disciplinary action against employees of any agency or department;
4. To direct and manage the employees of all City agencies and departments;
5. To determine the appropriate job classifications, organizational structure and level of personnel by which the operations of all City agencies and departments are conducted;
6. To relieve employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or inefficient in terms of the utilization of resources to meet public needs;
7. To maintain the efficiency and effectiveness of government operations;
8. To determine the size and composition of all agencies and departments and to establish work schedules and assignments;
9. To establish performance standards for employees of City agencies and departments including but not limited to quality and quantity standards;
10. To take whatever actions may be necessary to carry out the mission of the City agencies and departments in situations of emergency;
11. To establish and promulgate rules and regulations, policies and procedures relating to productivity, efficiency, conduct and safety, as well as rules and regulations, policies and procedures designed to comply with applicable jurisdiction and legislative enactments.

SECTION IV. EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

A. Dues Deduction.

The City shall deduct dues on a regular basis from each paycheck in equal amounts from the pay of all classifications and positions recognized to be represented by the Association and who voluntarily authorize such deductions in writing on a form to be provided for this purpose which is mutually agreed to by the Association and City. The

authorization for dues deduction shall be revocable at any time by the employee's filing a written request for such discontinuance. The City shall remit deducted monies to the Association within ten working days following the deductions. The City shall not be responsible to institute payroll deduction until 30 days after the written authorization is presented to the City.

B. Indemnification.

The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of the dues deductions or transmittal of such monies to the Association.

C. Time off for Meeting and Conferring.

1. The City recognizes that it is to the benefit of both the City and the Association that the City grant individuals representing the Association in employer-employee relations leave from duty with full pay during scheduled working hours to participate in such meet and confer sessions as requested by the City. When an employee participates in meet and confer session(s) during non-scheduled work hours, the employee shall not be entitled to receive any pay or benefits from the City for such time spent in the meet and confer session(s). Individuals granted time off to represent the Association shall be permanent full-time employees in those classifications represented by the Association provided that the number of individuals who shall represent the Association shall not exceed five (5). Leave from duty shall be granted only to the extent that such leave does not adversely affect the operations of the respective department in which the employee is assigned.
2. As used herein and above, full pay shall mean the employee's current base salary, benefits and assigned bonus pay only.
3. The Association shall provide to the City Manager, in writing, a list of those individuals, not to exceed five (5), who will represent the Association during the meet and confer process.
4. Such list shall be provided to the City Manager at least fifteen calendar days prior to the first date established for meeting and conferring.

SECTION V. WORK STOPPAGE PROHIBITION

A. Prohibited Conduct.

1. The Association, its officers, agents, representatives and/or members, agree that during the term of this Agreement they will not call or engage in any strike, walkout, work stoppage, work slowdown, job action, sickout, blue flu, withholding of services or other interferences with City operations; or honor any job action by any other employee or group of employees of the City or any union or association of employees by withholding or refusing to perform services.

2. Any employee who participates in any conduct prohibited in Section V, A, 1, above shall be subject to disciplinary action including termination by the City regardless of whether the Association carries out in good faith its responsibilities set forth below.

B. Association Responsibility.

In the event that the Association, its officers, agents, representatives and/or members engage in any of the conduct prohibited in Section V, A, 1, above, the Association shall immediately instruct, in writing, any persons engaging in such conduct that their actions are in violation of this Memorandum of Understanding, is unlawful, and that they must immediately cease such conduct and return to work.

SECTION VI. GRIEVANCE PROCEDURES

A. Definition.

A grievance is an alleged violation of this Agreement, the City's Personnel Rules and Regulations, or written City policy.

B. Procedure.

a. Informal Grievance Procedure

The grievant and the City's representative shall make every effort to resolve the grievance at the lowest level of supervision. Thus, the grievant shall attempt to discuss the grievance with the immediate supervisor before resorting to the Formal Grievance Procedure, below. However, if the grievant is unable to resolve the grievance informally before the time period for filing a Formal Grievance expires (15 calendar days from the date the grievance allegedly occurred), the grievant may proceed to the Formal Grievance Procedure in accordance with the time limits therein.

b. Formal Grievance Procedure

- i. ***First Level of Review.*** The grievant shall present the formal grievance in writing either to his / her supervisor or to the immediate supervisor of the employee who is the subject of the grievance being filed. The formal written grievance must be presented within fifteen (15) calendar days from the alleged occurrence of the violation. The written grievance shall contain the following information:

1. Name of grievant and job title;
2. Department / Division;
3. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
4. The specific provision(s) of the Personnel Rules, City Policy, or Memorandum of Understanding alleged to have been violated;

5. Requested remedy;
6. Name of the grievant' s representative, if any;
7. Date and signature of the grievant.

The supervisor shall render a decision and comments in writing and return them to the grievant within fifteen (15) calendar days after receiving the written grievance. If the grievant does not agree with his / her supervisor's decision or if no answer has been received within the specified time period, the grievant shall present the grievance in writing to the Department Director or the Department Director's designee within fifteen (15) calendar days of the date the supervisor's decision is rendered or should have been rendered pursuant to the specified time period.

- ii. **Second Level – Department Review.** The Department Director or his / her designee shall discuss, upon request, the grievance with the grievant, the grievant's representative, if any, and with other appropriate persons. The Department Director or designee shall render his / her decision and comments in writing and return them to the grievant within fifteen (15) calendar days after receiving the formal written grievance or after the meeting with the grievant, whichever is later. If the grievant does not agree with the decision reached or if no answer has been received within the specified time period, the grievant may appeal the formal grievance to the next level of the grievance procedure. In order to do so, the grievant must submit the grievance to the Personnel Officer, along with a written request that the grievance be considered at the Third Level, within fifteen (15) calendar days of the date the Department Director's decision is rendered, or should have been rendered, pursuant to the specified time period.
- iii. **Third Level – Advisory Arbitration.** To activate advisory arbitration, the grievant must, within fifteen (15) calendar days of the Department Director's decision, present the grievance, in writing, to the Personnel Officer for further processing. Failure of the grievant to take this action will constitute a waiver and bar to further processing of the grievance.
 1. The grievant may waive the right to go to advisory arbitration and instead go directly to the Fourth Level (City Manager).
 2. The City Manager and the grievant shall request a list of five arbitrators from the California State Mediation and Conciliation Service.
 - a. By mutual agreement of the grievant and the City, advisory arbitration may be waived. In such case, the grievance shall be reviewed by City Manager in accordance with the procedures outlined in the fourth level.
 3. An arbitrator shall be selected by the following procedure:

- a. The grievant and / or a representative of the grievant, along with the City's representative, shall select the arbitrator from the California State Mediation and Conciliation Service list by eliminating names until one name remains. The one remaining name shall be the arbitrator. All grievances reaching the arbitration level shall be numbered consecutively for the current fiscal year. The odd-numbered grievances will give the grievant first elimination; the even-numbered grievances will give the City first elimination.
 - b. Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. The technical rules of evidence shall not apply during the arbitration hearing.
 - c. The arbitrator shall be strictly bound by the time limits set forth in the grievance procedure and shall not entertain any grievance in which the grievant has not adhered to such time limits.
 - d. Employees called as witnesses shall be scheduled to be released from duty to testify at the hearings. The parties recognize that due to the essential nature of the services performed by the employees, scheduling of time for each employee to testify at arbitration shall be in such a manner so that normal operations are not disrupted.
 - e. The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of the Memorandum of Understanding and / or the Personnel Rules and Regulations. The arbitrator will have no power to add to, subtract from, or modify the terms of any Agreement or the written policies, rules, regulations and procedures of the employer.
 - f. Within thirty (30) calendar days after the conclusion of the hearing, the arbitrator shall render an advisory decision in writing to the parties (including the City Manager).
 - g. The arbitrator's fees and expenses shall be borne equally by the City and the employee. Any other costs shall be borne by the party incurring such expenses.
- iv. **Fourth Level – City Manager.** If the grievance is submitted to the City Manager for review and settlement, the Personnel Officer, in non-arbitral cases, may elect the methods he / she considers appropriate for the study of the issues and shall render a written decision to the parties within fifteen (15) calendar days. Notwithstanding the above, upon the grievant's request, the matter shall be submitted to mediation prior to the Personnel Officer's determination.

1. For all cases involving advisory arbitration recommendations, the City Manager shall review the entire matter within fifteen (15) calendar days after receipt of arbitrator's recommendations and render a decision.
2. The City Manager may amend, modify, or revoke the recommendation of the arbitrator. This includes, but is not limited to, the City Manager's right to reduce or increase the degree and type of discipline imposed. In all cases, the decision of the City Manager shall be final and binding.

c. General Provisions

- i. The grievant is entitled to representation of his / her choice at any point in the grievance procedure.
- ii. Failure by the grievant to meet any of the specified time lines shall constitute a withdrawal and waiver of the grievance. Failure by the City to meet any of the specified time lines shall entitle the grievant to appeal to the next level of review.
- iii. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process. If the last day of the specified time period falls on the weekend or a City observed holiday, it shall be moved to the next working day. Otherwise, the time specified may be extended only by mutual written consent.
- iv. Probationary employees may not grieve a rejection from probation.
- v. Employees shall be assured freedom from reprisal for exercising their rights to utilize the grievance procedure.
- vi. The Personnel Office shall act as a central repository for all grievance records.
- vii. Any decision or finding involving an unbudgeted expenditure must be submitted to the City Council for ratification before that decision can become final and binding.
- viii. Failure on the part of an employee or his / her representative to appear in any case before an arbitrator without good cause shall result in forfeiture of the case and responsibility for payment for all associated costs by the employee.

SECTION VII. DISCIPLINARY ACTIONS

The following governs the City's disciplinary procedures:

A. Definition.

- a. Regular employees shall be disciplined only for cause. For purposes of this Agreement, disciplinary action shall be defined to include: oral warnings, written reprimands, suspensions, demotions, reductions in pay or discharge.

B. Notice.

- a. Except in emergencies, or as authorized by law, suspensions of three (3) calendar days or more, demotions, reductions in pay, or discharge shall not be put in effect until the employee has received written notice advising the employee of the proposed action, the reason(s) therefore, the facts giving rise thereto, the proposed effective date, access to written material that forms a basis for the proposed action, and the opportunity to respond to the Department Head orally or in writing within fourteen (14) calendar days of receipt of such notice. If deemed necessary by the Department Head, an employee may be placed on administrative leave with pay pending investigation of allegations that may lead to discipline. Employees placed on paid administrative leave must be reachable by telephone and available to report to work during normal business hours.
- b. In the event that an investigation into allegations that could lead to discipline is required, the following provisions shall apply:
 - i. Employee interviews that are conducted as part of the investigation shall be coordinated during reasonable hours.
 - ii. Any employee subject to an investigation that could result in the employee facing disciplinary and / or punitive action shall have the right to have a bargaining unit or other representative present during any interview process.
 - iii. During the course of any investigation, employees shall provide complete and truthful responses to the questions posed during interviews.

C. Grounds for disciplinary action include, but are not be limited to:

- a. Dishonesty;
- b. Incompetence;
- c. Inefficiency;
- d. Neglect of duty;
- e. Negligence which affects the safety of the employee or of others;

- f. Violation of the employee drug and alcohol abuse policy;
- g. Unexcused or excessive absences, including tardiness;
- h. Violation of the rules, regulations or orders established by a supervisor, department, or City Council;
- i. Conviction of a crime which adversely affects employment;
- j. Discourtesy to the public, fellow employees, elected or appointed officials;
- k. Misuse or abuse of City property or equipment or the property/equipment of fellow employees, elected or appointed officials;
- l. Substandard job performance;
- m. Insubordination;
- n. Outside employment which conflicts with the employee's position and not specifically authorized by the Department Director;
- o. Falsification of any City report or record (including application form);
- p. Other acts which are incompatible with service to the public including, but not limited to, any conduct or behavior, either on or off duty, which causes discredit or would reasonably tend to cause discredit to fall upon the City, its officers, agents or departments.

D. Final Notice.

- b. In the final notice of the proposed disciplinary action, the employee shall be informed, if applicable, of his / her right to appeal the disciplinary action and of the employee's right to have a Final Appeal Hearing with the City Manager.

E. Final Appeal Hearing procedures for disciplinary actions include the following:

- a. Purpose: The Final Appeal Hearing provides permanent employees with an opportunity to appeal qualified disciplinary actions directly to the City Manager or his / her authorized representative for consideration. For any permanent employee, a qualified disciplinary action includes suspensions of three (3) calendar days or more without pay, demotions, reductions in pay / benefits, or discharges as a result of disciplinary action for cause.
- b. Request for Review: A request for a Final Appeal Hearing of disciplinary action shall be presented in writing to the City Manager or his / her authorized representative within ten (10) working days after final notice to the employee of the disciplinary action to be imposed. Failure of the employee to file an appeal within ten (10) working days shall constitute a waiver and shall bar the employee from further processing of the appeal. The written appeal shall state the material facts and charges upon which disciplinary action was

taken, shall state the employee's written response to the charges, and shall state the remedial action desired.

- c. City Manager Review: The City Manager or his / her designated representative shall preside over all Final Appeal Hearings and consider the disciplinary actions at hand. The following guidelines shall be used during the Final Appeal Hearing:
- i. In the case of an appeal of a disciplinary action equivalent to a three (3) calendar day suspension without pay review, the City Manager or his / her designated representative shall conduct the review utilizing only the record presented at the departmental hearing.
 - ii. In the case of an appeal of a disciplinary action equivalent to a four (4) or five (5) day suspension, the City Manager or his / her designated representative shall conduct the review by utilizing the record presented at the departmental hearing, discussing the disciplinary action with the employee and his / her representative, if any, and with any other persons the City Manager deems appropriate.
 - iii. In the case of an appeal of any of the following disciplinary actions, the City Manager or his / her designee shall provide a full evidentiary hearing, if requested by the employee.
 - iv. A suspension of more than five (5) days without pay, a demotion, a reduction in pay / benefits, or discharge from City service.
 - v. Nothing provided herein shall limit the right of the employee to a full evidentiary hearing for any disciplinary actions in excess of a five (5) day suspension. Furthermore, these provisions shall not limit any constitutional right of the employee to a full evidentiary hearing.
 - vi. The City Manager shall render a written decision to the parties within 20 working days after the completion of the Final Appeal Hearing. The decision of the City Manager shall be final and binding within the framework of city government.

F. Request for Removal.

- a. Upon request by an employee, disciplinary action(s) shall be removed from the employee's permanent personnel file five (5) years from the date of the action provided there have been no subsequent, related disciplinary actions.

SECTION VIII. HOURS OF WORK

The regular hours of work for those classifications covered under this agreement shall be as follows:

- A normal workweek shall consist of 40 hours.
- A normal work day may consist of eight (8) hours per day on the basis of a five-day work week, nine (9) hours per day and one eight (8) hour day every two weeks on the basis of a 9/80 work schedule, ten (10) hours per day on the basis of a four-day work week, or twelve (12) hours per day and one eight (8) hour day every two weeks on the basis of a 3/12 work schedule as shall be determined from time to time by the Department Head.
- For employees assigned to the 9/80 work schedule, their 40-hour work week shall begin exactly 4 hours after the start of their shift on the day of the week that is his/her alternating eight (8) hour day and regular day off.

SECTION IX. SALARIES AND COMPENSATION

A. Salaries.

The Salary Range for those employee positions covered by this agreement is set forth in Exhibit A and incorporated herein. Furthermore, the Citywide Classification / Compensation Program, which includes the classifications designated as MMEA represented positions, incorporated herein.

B. Survey Cities.

The City and the Association agree that for classification, compensation, and other related survey purposes, the following seven cities shall serve as the representative survey cities for Monrovia:

1. Arcadia
2. Azusa
3. Burbank
4. Glendale
5. Monterey Park
6. Pasadena
7. Beverly Hills

C. Salary Survey / Salary Range Adjustments.

Effective July 1, 2022, the new Citywide Classification / Compensation Program will be implemented. The City will adjust employees' salaries by moving them to the new range and placing them on the step that is closest to their current pay, without losing any compensation.

The City will institute two salary surveys of salary and medical benefit costs, and will make corresponding salary range adjustments to maintain competitive market based compensation levels, pursuant to the following provisions:

- The City will coordinate the salary survey according to a timeline which will allow for the implementation of salary range adjustments on January 1, 2024 and January 1, 2026.

- In order to facilitate the timelines associated with the biennial salary range adjustments, the salary survey process will be initiated no later than July 1, 2023, and July 1, 2025.
 - The City will guarantee a minimum of a five percent adjustment to the Citywide Classification / Compensation Program on January 1, 2024 and January 1, 2026.
 - The City will adjust employees' salaries by moving them to the new range and placing them on the step that is closest to their current pay, without losing any compensation.
- Prior to initiating the salary survey, the City will establish a working committee that will include the City Manager and / or his / her designee, along with two (2) representatives from the Association. The Association will be responsible for identifying the two (2) representatives to serve on the working committee. Furthermore, the committee will include representatives from the Monrovia Police Officers' Association and the Monrovia Firefighters' Association. The City and the Association agree that representatives to the working committee will work collaboratively and in good-faith.
 - Upon convening the working committee, representatives will convene an initial kick-off meeting, where the parties will determine the job classifications to be surveyed and the method of the salary survey. If agreement cannot be reached on the classifications to be surveyed or the method of the salary survey process, a final determination on those matters will be achieved by engaging the City's grievance procedures as defined in Section VI of this Agreement.
 - After the initial kick-off meeting, the City will work to collect the salary data pursuant to the guidelines established by the working committee. Upon collecting the data, additional meetings of the working committee will be called to review the salary survey data and to assess how that data will be implemented to establish new top-step salary ranges for all job classifications.
 - The implementation of the salary survey data will take into the following prioritized factors: 1.) Account for horizontal and vertical internal organizational salary relationships. 2.) Account for the median salary for each surveyed position. 3.) Implement a new compensation structure that maintains salaries at no less than the median salary survey average in a manner that takes into account horizontal and vertical internal organizational salary relationships.
 - Once the working committee reaches agreement on a new compensation system, the City Manager shall be authorized to implement the new salary ranges for each corresponding position.

B. Certification Pay.

The City and the Association also agree that certification pay shall be provided for those Association members who have obtained the corresponding certifications as outlined below:

- **D1 Certification** Association members who possess a Grade D1 Water Distribution System Operator Certificate issued by the State of California, shall receive an increase of 3% above their base wage rate.
- **D2 and/or D3 Certification** Association members who possess a Grade D2 and/or Grade D3 Water Distribution System Operator Certificate issued by the State of California, shall receive an increase of 5% above their base wage rate.
- **D2 and T2 Certification** Association members who possess a Grade D2 Water Distribution System Operator Certificate and Grade T2 Water Treatment Operator Certificate issued by the State of California, shall receive an increase of 8% above their base wage rate.
- **D3 and T2 Certification** Association members who possess a Grade D3 Water Distribution System Operator Certificate issued by the State of California and Grade T2 Water Treatment Operator Certificate issued by the State of California, shall receive an increase of 8% above their base wage rate.
- **D4 and T3 Certification** Association members who possess a Grade D4 Water Distribution System Operator Certificate issued by the State of California and Grade T3 Water Treatment Operator Certificate issued by the State of California, shall receive an increase of 8% above their base wage rate.
- **Traffic Signal Certification** Association members who possess a Traffic Signal Inspector Level I Certificate issued by the International Municipal Signal Association, and Traffic Signal Field Technician Level II Certificate issued by the International Municipal Signal Association, shall receive an increase of 3% above their base wage rate.

C. Application of Salary Ranges.

The salary ranges provided herein are intended to recognize individual differences among positions allocated to the same class, the purpose of which is to provide employee incentive and reward employees for meritorious service and continued improvement within a particular position. All increases in salary within any range shall be made only on the basis of fully satisfactory performance and continued improvement. Increases in salary within any range shall be improvement within a particular position. Increases in salary within any range shall be neither automatic nor a matter of right and shall be affected only upon the recommendation of the department head with approval of the City Manager after completion of a thorough employee performance evaluation.

1. The initial compensation to be paid for employment in any position shall normally be step one of the salary range. Where it is found to be difficult to obtain qualified

personnel for a position or if a person of unusual qualifications is to be employed in a position, the City Manager may authorize hiring at a higher initial step.

2. The initial probationary period for new employees is twelve months. After the satisfactory completion of the probationary period, employees shall be eligible to be considered for advancement to the next step of the applicable range.
3. Consideration of advancement of an eligible employee from one step of the salary range to the next shall be done by the department head. Advancement shall be effected only after the department head has completed a thorough evaluation of the employee's performance in the position and has determined that the employee has improved his / her performance within the position resulting in increased value to the City. Advancement shall be made only upon such recommendation by the department head and approval of the City Manager.
4. If, in the opinion of the department head, the employee has not performed in a manner so as to merit step advancement, a recommendation for retention to present salary step shall be made in writing to the City Manager. The reasons cited for retention shall also be made in writing to the employee involved. The employee shall be entitled to place a written response in his/her personnel file.
5. If the department head determines, subsequent to completion of a thorough employee evaluation, that an employee has not performed in a manner so as to merit retention or advancement, he / she may recommend disciplinary action including reduction of an employee's salary step. A recommendation for reduction of an employee's salary step shall be made in writing to the City Manager. The reasons cited for reduction shall also be made in writing to the employee involved pursuant to this Agreement.
6. The City Manager may further improve the step advancement of any employee upon the recommendation of a department head provided:
 - a. The department head in his written request for further step advancement certifies that the employee has performed his / her work in an outstanding and exceptionally meritorious manner.
 - b. The employee has successfully completed the probationary period in his current classification.
 - c. The employee is recommended for advancement by not more than two (2) salary steps.
 - d. In the case of a double step, the employee has had no previous double step advancement during his employment in the particular classification.
 - e. In the case of acceleration, the employee has had no previous step advancement acceleration during his employment in the particular classification.
 - f. At least six months have elapsed since the employee has received step

advancement for outstanding and exceptionally meritorious performance.

D. Overtime.

Overtime shall be worked and shall be allowed if assigned by the department head or his / her designee:

1. For employees covered by the Fair Labor Standards Act, overtime shall be compensated at one and one-half times the regular rate (exclusive of any premium or bonus pay) in the manner prescribed by the Fair Labor Standards Act.

In determining an employee's eligibility for overtime compensation, paid leaves of absences and unpaid leaves of absences shall be deducted from the total hours worked to the extent authorized by law. Paid leaves of absence, which shall be deducted, from "hours worked" include but may not be limited to:

- a. Sick Leave
- b. Administrative Leave
- c. Workers' Compensation Leave
- d. Jury Duty
- e. Bereavement Leave
- f. Military Leave

The following paid leaves of absence shall count as hours worked for the purposes of determining eligibility for overtime compensation:

- a. Vacation
- b. Compensatory Time Off (CTO)
- c. Holiday Hours

E. FLSA Classification / Management Leave.

1. Pursuant to an FLSA study performed by the City, each position represented by the Association is classified for FLSA purposes in the following manner:

- a. Non-Exempt
 - Accounting Assistant
 - Administrative Assistant
 - Assistant to the City Clerk
 - City Facilities Caretaker
 - Combination Inspector
 - Customer Service Representative
 - Development Services Technician
 -

- Fire Inspector
- Hazardous Materials Fire Inspector
- Information Systems Technician
- Maintenance Lead Worker (Facility, Park, Street, & Utility)
- Maintenance Worker (Facility, Park, Street, & Utility)
- Management Assistant
- Neighborhood Preservation Officer
- Neighborhood Services Program Coordinator
- Office Administrator
- Payroll Technician
- Planning Technician
- Project Coordinator
- Recreation Coordinator
- Senior Accounting Assistant
- Senior Administrative Assistant
- Senior Combination Inspector
- Senior Development Services Technician
- Senior Maintenance Worker (Facility, Park, Street, & Utility)
- Senior Payroll Technician
- Senior Public Works Inspector
- Water Production Operator

b. Exempt

- Accountant
- Associate Planner
- Benefits Coordinator
- Communications Analyst
- Hillside Wilderness Preserve Supervisor
- Human Resources Technician
- Human Resources Officer
- Human Resources Supervisor
- Information System Analyst
- Librarian
- Library Supervisor
- Management Analyst
- Principal Accountant
- Project Manager
- Recreation Supervisor
- Senior Human Resources Technician
- Senior Information System Analyst
- Senior Management Analyst
- Senior Planner

c. Exempt – Overtime Eligible

- Maintenance Supervisor (Facility, Field Services, Park, Street, Utility)
- Assistant Planner
- Utility System Customer Services Supervisor
- Water Production Supervisor

2. For all positions classified as “Non-Exempt” for FLSA purposes, each position shall be eligible to earn overtime compensation as provided for in this Section IX.D. of this Agreement.
3. For all positions classified as “Exempt” for FLSA purposes, each position shall be ineligible to earn overtime compensation, but instead, shall be credited on July 1 of each fiscal year with forty (40) hours of Management Leave, which shall be credited and utilized as follows:

- a. Management Leave means paid time-off which either recognizes hours worked above and beyond forty in a week or eighty in a pay period by exempt employees.
 - b. Credited Management Leave hours may be used at any time during the year with the approval of the Department Director and / or Manager after giving due consideration to the needs of the department.
 - c. In the last payroll of each fiscal year, Exempt employees shall be paid in cash for all Management Leave hours credited but unused during the preceding fiscal year.
 - d. Exempt employees hired or current exempt employees separating from employment with the City during the fiscal year shall be credited with a pro-rata share of Management Leave hours based on the number of months of the fiscal year for which the individual is employed.
4. For all positions classified as “Exempt – Overtime Eligible,” each position shall be eligible to earn overtime compensation as provided for in this Section IX.C. of this Agreement.

F. Stand-by Pay.

1. Employees covered herein employed in the Public Works Department shall receive stand-by pay when assigned to be on call. The City will establish a utilities operation stand-by pay program, and a general field services operation stand-by pay program. Employees will be assigned to be on stand-by on a volunteer basis. However, a minimum of five employees must volunteer to be on stand-by for the utilities operation and a minimum of five employees must volunteer to be on stand-by for the field services operation. If less than five employees volunteer to be on stand-by for either program, then all employees in the respective operational area will be required to be on stand-by. Additionally, the Public Works Director shall have the sole and absolute discretion to place additional divisions of the Public Works Department on stand-by during an emergency or period of severe weather.
2. On call shall mean that the employee must be available and ready to report to work at all times during the period of stand-by or carry a cell phone and/or pager by which the employee can be located immediately. Stand-by shall not apply to situations where an emergency call-out list exists, but only to those times when a specific individual employee is assigned to be on call.
3. Any newly hired employee as Utility Maintenance Worker will not eligible for stand-by pay while on probation. The Public Works Director or his / her designee shall determine if an employee hired as a Senior Utility Maintenance Worker is eligible to participate in stand-by while on probation. The employee is responsible for being able to be contacted during the stand-by period. If the employee is unable to be contacted or fails to respond to a call, the employee may be required to forfeit any stand-by pay for that day and may be subject to further disciplinary action.

4. Any employee on stand-by, except for the water production operation staff, shall receive two (2) hours of stand-by pay at his/her straight time rate per weekday (Monday through Thursday, three (3) hours of stand-by pay per weekend day (Friday through Sunday), and four (4) hours of stand-by pay for each City-designated holiday occurring during each 7-day, 24-hours per day, period of being on-call, regardless of shifts actually worked. Any stand-by period of less than 7 days shall be prorated accordingly.
5. In recognition of enhanced stand-by duties, water production operation staff on stand-by shall receive three (3) hours of stand-by pay at his / her straight time rate per weekday (Monday through Thursday, four (4) hours of stand-by pay per weekend day (Friday through Sunday), and five (5) hours of stand-by pay for each City-designated holiday occurring during each 7-day, 24-hours per day, period of being on-call, regardless of shifts actually worked. Any stand-by period of less than 7 days shall be prorated accordingly.
6. Any employee on stand-by must be able to report to the City Yard and/or incident site within thirty (30) minutes.
7. While on standby an employee must contact the proper personnel for after hour emergencies in service areas outside their scope of responsibilities.
8. The appropriate supervisor must approve trading of stand-by duty in advance.
9. An employee on stand-by shall not receive additional compensation for any response to a stand-by issue that is resolved without requiring that the employee physically respond by reporting to a work site.

G. Call-Back Time.

Employees who are ordered to return to duty at a time other than their regular scheduled shift shall be compensated for the actual time worked, or a minimum of two (2) hours, at time and one-half, whichever is greater. Actual hours worked or the minimum hours shall be counted as time worked for the purposes of computing overtime. When responding on a call-back, Public Works employees are to be in full uniform. All other employees are to wear appropriate attire. Additionally, employees shall use a City-vehicle when responding on a call-back as appropriate.

H. Compensating Time Off.

1. For eligible employees, and at the discretion of the eligible employee, compensating time off may be earned in lieu of overtime compensation. The time when compensating time off may be taken shall be at the discretion of the department head giving due consideration to the needs of the department and the wishes of the employee.
2. Accumulation of compensatory time off shall be limited to a maximum accumulation of 80 hours.

3. Compensatory time off in lieu of overtime pay shall be calculated on the following basis:
 - a. Straight time overtime pay shall be converted to one hour of compensatory time off for each hour worked.
 - b. Time and one-half overtime pay shall be converted to one and one-half hour of compensatory time off for each hour worked.

I. Applicable Salary Rates Following Promotions, Demotions, or Transfers.

1. In case of the promotion of any employee in the City service to a position in a class with a higher salary range, such employee shall be entitled to receive the rate of compensation to the entrance step of the class to which he has been promoted. In cases where the salary range overlaps, promotion shall be effected at the next higher step in the range of the new class which results in a minimum of a 5% salary increase, or top step of the new salary range, whichever is lower. The City Manager shall maintain the right to place the employee at a higher salary step within the new class if deemed appropriate.
2. In the case where a member of the Association is demoted to a class with a lower salary range, the employee shall be placed in the highest step in the lower salary range which does not represent a salary increase, unless the demotion is for cause in which case a salary decrease may be instituted subject to the provisions of Section VII of this Agreement.
3. In the case of the transfer of any employee from one position to another in the same class, or to another class to which the same salary range is applicable, the employee shall remain at the same salary step and retain his original anniversary date.

J. Additional Compensation for Assigned Work Out of Classification.

Employees assigned to work out of classification for a period in excess of thirty (30) consecutive calendar days shall be appointed on an acting basis to the classification being worked at that step representing at least a five percent (5%) salary increase but not to exceed the top step of the salary range of the assigned classification.

K. Mileage Allowance.

An employee required to return to the civic center to participate in an evening meeting of a City Council, committee, or commission will be reimbursed for actual mileage between his/her principle residence and the civic center not to exceed twenty (20) miles per round trip per meeting. This provision shall not be construed so as to provide overtime for portal-to-portal travel.

L. Bilingual Pay.

Employees who, as part of their job, provide translation services using those languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of Monrovia, in addition to any language used for daily business, will receive one hundred and twenty-five dollars (\$125) per month bilingual pay as outlined in Administrative Policy #3.15.

M. Educational Incentive Pay.

Association members shall be eligible to receive educational incentive pay in the following amounts:

- AA / AS Degree – \$275 / year
- BA / BS Degree – \$425 / year
- MA / JD / CPA Degree – \$575 / year
- PhD Degree – \$725 / year

The educational incentive pay benefit provided herein shall be paid annually during Pay Period #24. Furthermore, eligible employees shall only receive educational incentive pay in the amount equivalent to the single highest educational level attained.

In order to participate in the educational incentive pay benefit, employees must provide the Human Resources Division with proof of educational attainment level before October 31 in order to receive the incentive payment during Pay Period #24 of that same year. Once the educational attainment level has been established, the payment shall be made to the employee annually thereafter during Pay Period #24.

If an employee should obtain either a new degree or a higher degree after October 31, the employee must provide the Human Resources Division with proof of the educational degree obtained before the ensuing October 31 in order to receive the educational incentive pay benefit during Pay Period #24 in the following fiscal year.

N. Performance Bonus.

Association members who reach the top-step of their salary range or are y-rated will be eligible annually to receive a performance bonus of up to 3% for outstanding performance. The performance bonus will be calculated by multiplying the bonus percentage amount by the employee's base wage rate. The performance bonus will be distributed as a one-time bonus payment subject to all applicable state and federal tax rates and will not increase the employee's base wage rate.

- Performance Bonus Rating Scale:

3.00 – 3.49 = 1% bonus

3.50 – 4.00 = 2% bonus

4.01 – 5.00 = 3% bonus

Should an employee who is eligible to participate in the Performance Bonus program be assigned work outside their classification, at the time of their annual performance evaluation, the amount of bonus due shall be calculated as follows: If the employee has served in the acting capacity for six months or more, the salary for the acting assignment shall be used when calculating the amount of bonus due. If the employee has served in the acting capacity for less than six months, the salary of their actual classification shall be used when calculating the amount of bonus due.

SECTION X. PERFORMANCE EVALUATIONS.

On an annual basis, all Association members will receive a performance evaluation which will be due on each employee's anniversary date. Based on the results of the performance evaluation, Association members will be eligible to earn either a merit increase (pursuant to the provisions in Subsection B of Section IX of this Agreement) or a performance bonus (pursuant to the provisions in Subsection M of Section IX of this Agreement). Evaluations will be coordinated in the following manner:

- Any employee who begins serving in a new job classification (including new employees) shall be provided with a performance evaluation after serving in the role for a six-month period. The employee will then be evaluated upon their anniversary date, and then moving forward, will be evaluated annually thereafter.
- Each employee will meet with his/her supervisor to review and discuss his or her annual performance evaluation. Should the employee receive an overall rating on the annual performance evaluation of Satisfactory or less, he/she may request to have a meeting with the Department Head, Division Manager, and supervisor to further discuss the evaluation.
- The employee may have another qualified employee accompany him/her to such meeting. Qualified employee shall be defined as an employee who has completed training/coursework related to conflict resolution or has otherwise demonstrated the ability to facilitate discussion between various parties as determined by the Deputy City Manager. Any decision made by the Deputy City Manager regarding who constitutes a qualified employee shall be final and binding and not subject to appeal.
- The current number of employee representatives eligible to assist employees in a performance evaluation appeal shall be increased by providing training in facilitating and mediating discussions. The cost of such training is to be borne by MMEA.
- The employee has the right to place comments with the evaluation prior to its placement in the personnel file.
- Each Department must take action, positive or negative, regarding an employee's continued employment status by the end of the probation period.
- A new employee's minimum initial probationary period is twelve months. Any subsequent probationary period due to promotion, reclassification, or transfer shall be for a minimum of six months.
- All probationary employees shall receive an evaluation every six months during the probationary period.
- Any employee receiving an overall Performance evaluation rating of Below Expectations or Unacceptable shall be placed on a Performance Improvement Plan (PIP). PIP's will be due in accordance with the evaluation schedule cited in the PIP.

SECTION XI. UNIFORMS AND EQUIPMENT

A. Required Uniforms.

1) Employees covered under this agreement who are required to wear distinctive uniforms, shall be provided up to five (5) uniform shirts and five (5) uniform pants per year by the City, as needed, in order to replace such articles of uniform which have been worn out as a result of the performance of duties. To the extent practical given working conditions, employees shall present a neat and acceptable appearance.

a) Specifications for uniforms shall be determined by the City.

b) The vendors from which uniforms may be purchased shall be determined and designated by the City.

c) Articles of uniforms provided by the City shall remain the property of the City.

2) Fire Inspector and Hazmat Fire Inspector Uniform Allowance

Effective the first pay period that includes January 1 of each calendar year, Fire Inspector and Hazmat Fire Inspector covered under this agreement shall have \$950.00 reported to CalPERS as uniform allowance. The parties agree, to the extent permitted by law, this is special compensation and shall be reported as such pursuant to CalPERS requirements.

If an item is found to be used solely to serve a personal health or safety need, that portion of compensation will be excluded from calculating any retirement benefits.

“New members” as defined under the Public Employees’ Pension Reform Act of 2013 are not permitted to have the value of uniform allowance reported as special compensation.

B. Boot Allowance.

The City will pay up to \$250 / pair of boots for qualifying Association members who require the use of heavy duty boots as part of their regular job. In addition, qualifying Association members who work in the Customer Service section of the City’s Water Utility operation who in the course of their job are required to walk on a regular basis will be provided up to \$125 / pair of shoes. The City also agrees to provide additional funding for replacement boots / shoes for qualifying employees on a reasonable and as-needed basis.

C. Repair or Replacement of Property or Prosthesis.

The City shall reimburse employees covered under this agreement for the depreciated value of repairing or replacing property or prosthesis necessarily worn or carried by the employee when such is damaged in the line of duty without fault of the employee.

1. Claims for payment shall be submitted to the employee's department head on forms to be provided by the City.
2. A claim for payment of damage costs to prosthesis shall not exceed \$200. A claim for payment of damage costs to other personal property shall not exceed \$150.

SECTION XII. LEAVE PROVISIONS

A. Vacations.

1. Accrual – Association members shall be entitled to annual vacation leave with pay as follows:

Vacation Accrual

<u>Year of Service</u>	<u>40-Hour Workweek</u>
First year	100 hours per year
2 through 6	120 hours per year
7 through 14	140 hours per year
15 through 20	180 hours per year
21 and above	200 hours per year

2. Accumulation – Vacation leave may be accumulated according to the following schedule, and in no instance shall vacation leave accumulation be made beyond the limits provided herein.

Maximum Vacation Accumulation

<u>Year of Service</u>	<u>40-Hour Workweek</u>
First year	200 hours
2 through 6	240 hours
7 through 14	280 hours
15 through 20	360 hours
21 and above	400 hours

3. Employees whose employment is terminated shall be paid in a lump sum for all accumulated vacation leave earned prior to the effective date of termination.
4. Employees will be eligible to buyout or rollover into deferred compensation up to 50% of their annual vacation accrual to the max annual allowable in accordance with IRS regulations, once a calendar year. The employee must retain a minimum of 40 hours of vacation leave in their vacation accrual bank after the buyout or rollover is processed.

B. Holidays.

1. With the exceptions provided herein, holidays for employees covered under this agreement shall be as follows:

- New Year's Eve Day
- New Year's Day
- Martin Luther King, Jr. Birthday
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The Friday after Thanksgiving Day
- December 24th
- December 25th

Unless otherwise determined by the City, the actual dates for each of the foregoing holidays shall be the dates adopted by the State of California for its employees.

2. For employees working a 5/40 workweek schedule whose work schedule would include working on Friday and not working Saturday and Sunday, if any of the foregoing holidays falls on a Saturday or Sunday, the preceding Friday or following Monday respectively shall be a holiday. Employees regularly scheduled to work on a holiday shall be eligible to receive compensating time off for the holiday if the holiday is worked based on the employee's normal work hours on the day the holiday occurs.
3. For employees on a 9/80, 4/10 or 5/40 work schedule, if any of the preceding holidays fall on the employee's regular day off, the employee will receive hours of holiday credit or holiday pay based on their normal schedule as deemed appropriate by the Department Head. If any of the preceding holidays fall on a Sunday, the following Monday shall be observed as a holiday.
4. For the purposes of this section, a holiday shall be considered as ten (10) hours for employees working a 4/10 work schedule and eight (8) hours for employees working a 5/40 work schedule. For employees working a 9/80 work schedule, a holiday shall be considered as eight (8) or nine (9) hours based on the employee's normal work hours on the day the holiday occurs.

C. Floating Holidays.

All Association Members will have a new Floating Holiday Leave Bank created, and on an annual basis, each employee will receive two (2) floating holidays in recognition of the employee's birthday and the employee's employment anniversary.

The two (2) floating holidays will be accrued effective the first payroll period following the last full payroll period of the previous fiscal year, and must be used by the last full pay period of each fiscal year. Any floating holiday leave time that is unused during the course of the fiscal year will be forfeited.

In terms of accruals, each employee's Floating Holiday Leave Bank shall be credited with the following hours based on each employee's established work schedule:

- 20 hours for employees that work 5/40 work week.

- 20 hours for employees that work a 9/80 work week.
- 20 hours for employees that work a 4/10 work week or 3/36 work week.

Furthermore, for each newly hired employees, during their first year of employment with the City, each such new employee shall have their Floating Holiday Leave Bank credited with the following hours, based on each employee's established work schedule:

- Hire date between July 1 and December 31
 - 20 hours for employees that work 5/40 work week.
 - 20 hours for employees that work a 9/80 work week.
 - 20 hours for employees that work a 4/10 work week or 3/36 work week.
- Hire date between January 1 and June 30
 - 10 hours for employees that work 5/40 work week.
 - 10 hours for employees that work a 9/80 work week.
 - 10 hours for employees that work a 4/10 work week or 3/36 work week.

D. Sick Leave.

Association members shall accrue sick leave at the rate of 8 hours per month of service. There shall be no accrual limit for sick leave.

Additionally, new employees shall be eligible to bring with them up to 250 hours of sick leave from their prior employer, so long as a new employee's prior employer did not compensate the employee for their sick leave bank.

The City and the Association agree that sick leave abuse is unacceptable, as sick leave time is provided as an insurance program for employees who may become sick or injured, or who must care for family members who become sick or injured. To that end, an employee may be required to file a physician's or dentist's statement with the Human Resources Division, stating the nature of the illness causing the absence before sick leave pay will be granted. At the discretion of the supervisor / manager, absences or sick leave usage for three (3) or more days may require a doctor's release.

When an employee will be absent from work due to sick leave, he / she shall advise his / her supervisor or Department Head of their need to take sick leave within thirty (30) minutes after the start of the workday unless extenuating circumstances exist. In addition, holidays occurring during sick leave shall not be counted as eight (8), nine (9), or ten (10) hours of sick leave, depending on the employees normal work schedule.

Upon a bona fide retirement from the City through CalPERS, employees who opt to convert an equivalent number of unused sick leave hours to achieve at least one year's worth of service time credit for retirement purposes (based on program details as

defined by CalPERS) will be eligible to cash out any remaining accrued sick leave time pursuant to the following program provisions:

- Employees must first convert the equivalent number of sick leave hours needed to achieve one year's worth of service credit through the CalPERS sick leave conversion program.
- Those employees who, pursuant to CalPERS rules and retirement program plan provisions, have restrictions which limit the employee to less than one year of additional service credit that can be earned through the sick leave conversion program, will be required to convert the maximum number of sick leave hours possible into service credit.
- After completing the requisite CalPERS sick leave conversion program requirements outlined above, employees will then be eligible to cash out any remaining sick leave time at the rate of \$0.30 for every \$1.00 worth of sick leave remaining, based on the employee's rate of pay at the time of retirement.

E. Bereavement Leave.

In the event of the death of a member of an employee's family (defined as a spouse, parent, stepparent, sibling, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, domestic partner, anyone living in the household, or anyone who can be certified as having raised the employee as a child), the employee will be entitled to forty (40) hours paid for bereavement leave, per each individual bereavement occurrence. The forty (40) hours of bereavement leave do not have to be taken consecutively.

Employees may also take time off for bereavement situations for non-immediate family members by utilizing accrued sick leave, compensatory time, or vacation leave for such circumstance with the approval of the employee's supervisor or manager.

To be entitled to receive paid time off for bereavement leave, an employee may be required to present written documentation to the City showing that the employee did attend an immediate family member's (as defined in this section) funeral.

F. Workers' Compensation.

All injuries sustained in the course of employment shall be reported at once to the supervisor, who shall in turn promptly report the same to the Personnel Officer. The Supervisor or Personnel Officer shall authorize medical treatment for the employee at either of the City's medical clinics (US HealthWorks 6520 North Irwindale Avenue Suite 100 Irwindale, CA 91702 (626) 812-0366 and Arcadia Methodist Hospital 300 West Huntington Drive Arcadia, CA 91007 (626) 898-8000.) In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the Supervisor shall complete and forward the required reports to the Personnel Officer within twenty-four (24) hours following the injury.

1. Employees (non-sworn). Whenever any employee is compelled by direction of the City's physician or the employee's physician where the City has not appointed a physician, to be absent from duty on account of injury arising out of and in the course of City employment, and whereby the treatment of that injury has been

accepted as a workers' compensation claim, the employee shall receive full salary during the first sixty (60) calendar days of such absence. During the period of time that an employee is receiving full salary, any workers' compensation payments received by the employee or by the City in the employee's behalf shall be paid to the City.

In the event that there is a delay in the determination of whether or not the injury sustained by the employee is work related, and the City's workers' compensation third party administrator delays the determination of whether or not the injury will be accepted as a workers' compensation claim, the employee may elect to utilize any accrued leave time to remain in paid status while off work during the determination period. If it is determined that the injury was work related and the City's workers' compensation third party administrator accepts the workers' compensation claim, the City will restore any leave time utilized by the employee during the determination period. However, during the determination period, if the employee has no leave available, or if the employee exhausts all of his / her leave time during the determination period, the employee will be placed into a leave without pay status until such time that the determination is made and / or the employee returns to work.

After sixty (60) days, an employee may use accrued sick leave, holiday, vacation leave and/or accrued compensatory time to receive compensation equal to the difference between the compensation to which the employee is entitled under the Workers' Compensation Act (i.e. temporary disability) and his / her regular City salary, not to exceed the amount of earned sick leave and / or vacation leave and/or accrued compensatory time. If the employee elects to apply accrued sick leave, holiday, and/or accrued compensatory time to such absence, he / she shall be entitled to receive compensation for the absence until the accrued sick leave, holiday, vacation leave and/or compensatory time is exhausted.

Any employee shall continue to accrue vacation, holidays, and sick leave, and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury providing the employee receives compensation payments under the provisions of the Workers' Compensation Act.

A probationary employee shall be entitled to the same benefits as a regular employee, except, in the event the absence exceeds fifteen (15) calendar days in one month, eligibility for consideration for merit salary increases or regular status shall be adjusted for the same amount of time during which he employee is receiving workers' compensation benefits.

Medical care and payments for permanent disabilities incurred in the course of employment shall be as prescribed by the Workers' Compensation Act.

2. Long-term illness and Labor Code Section 4850 appointments. The Personnel Officer may declare a position temporarily vacant due to the absence of an employee on leave pursuant to Labor Code Section 4850 or on a long-term illness leave and the position may be filled by a temporary or acting appointment. A person appointed to the position shall sign a statement acknowledging that: 1) the appointment is temporary only, with no attainment of regular status; and 2) if

already employed by the City, the appointee will revert to his / her original position and salary range upon notice from the Personnel Officer.

G. Military Leave.

An employee entitled to military leave shall give his / her Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken. Prior to taking such leave, an employee shall present a copy of his / her military orders to the Department Head. The Department Head shall advise the Personnel Officer of such military orders promptly. Sick leave and annual vacation leave will accrue to the employee during the period of military leave. In the event an employee is called to active duty, he / she shall receive his / her compensation less his / her military pay for up to six months, and all benefits during that period.

H. Jury Leave.

All full time employees required to serve on a jury shall be entitled to regular compensation for up to ten (10) days provided the employee deposits fees for jury service with the Finance Department. Any exceptions shall be considered on a case-by-case basis by the employee's Department Director and approved by the City Manager.

SECTION XIII. PROMOTIONAL PROCEDURES

"Promotion" means the advancement of an employee from a position in one classification to a position in another classification having a higher maximum salary range and a greater level of responsibility. Promotions may be made from within the organization and / or through an open competitive selection process, at the discretion of the appointing authority and pursuant to the methods identified in the City's Personnel Rules and Regulations.

An employee who is promoted shall serve a probationary period of not less than (6) months. The effective date of the promotion establishes a new performance evaluation date for the promoted employee. Furthermore, the City will provide an orientation for all promoted employees.

SECTION XIV. OUTSIDE EMPLOYMENT

No employee shall engage in any employment, activity or enterprise that is inconsistent, incompatible or in conflict with his/her duties as a City employee. Prior to accepting outside employment, and annually, the employee shall notify the department head of the nature and extent of such employment and the procedures as outlined in Administrative Policy #3.01. Such policy shall be considered as part of this Agreement by reference and thus subject to the meet and confer process for any future amendments.

SECTION XV. RETIREMENT BENEFITS

A. RETIREMENT:

1. The City is a participating agency in the California Public Employees' Retirement System (PERS) and provides retirement benefits under PERS to the City's eligible employees. The City provides employees covered under this Agreement with the "2.7% at Age 55 Retirement Formula," which is set forth at the California

Government Code section 21354.5. Generally, under the laws governing PERS, two types of contributions are required to fund the City's PERS benefits: member contributions and employer contributions..

2. The City shall pay the entire member contribution required by PERS for all employees in positions designated as General Employees. These City payments are known as "employer paid member contributions," or EPMCs.
 - a. All EPMCs for employees covered under this agreement will be reported by the City to PERS as PERS Compensation in accordance with section 20636(c)(4) of the California Government Code, as amended. Accordingly, the EPMCs will be included in each such employee's PERS Compensation for purposes of determining the employee's retirement benefits under PERS.
 - b. All employees in positions designated as General employees shall, in accordance with section 20156(f) of the California Government Code, contribute a percentage of their PERS Compensation for the City's cost of optional benefits under PERS. For non-safety General employees, designated as miscellaneous employees for PERS purposes, the contribution percentage will be 9.946%. Contributions under this paragraph will offset the City's required employer contributions under PERS, and will not be treated by PERS as "member contributions" for any purpose. In addition, the contributions will be deducted from each such employee's City pay, and no employee may elect to receive cash in lieu of the contribution. The City will take formal action characterizing these contributions as pre-tax "pick up" contributions in accordance with section 414(h) of the Internal Revenue Code.
3. The City shall continue to provide employees covered under this agreement with that certain retirement option program commonly referred to as "Retirement Credit in Unused Sick Leave" which is based on the conversion formula as set forth in the California Public Employees' Retirement System (PERS), Section 20862.8 of the California Government Code.
4. The City shall provide employees covered under this agreement with that certain retirement option program commonly referred to as "Fourth Level of 1959 Survivor Benefits" pursuant to Section 21382.5 in conjunction with Section 21373 "Continuation of Death Benefits After Remarriage of Survivor."
5. The City shall continue to provide employees covered under this agreement with that certain retirement option program commonly referred to as "Post Retirement/Survivor's Benefit Option" which is based on the schedule of benefits as provided in the California Public Employees' Retirement System (PERS), Sections 21263 and 21263.1 of the California Government Code.
6. The City shall provide employees covered under this agreement with that certain retirement option program commonly referred to as "Single Highest Year" which is based on the schedule of benefits as set forth in the California Public Employees' Retirement System (PERS), Section 20024.2 of the California Government Code.

7. All new General Employees defined as “new members” under the Public Employees’ Pension Reform Act of 2013 (“Act”) hired after January 1, 2013 shall be subject to the 2%@ 62 formula and all provisions of the Act.

B. EMPLOYEE CALPERS RESPONSE GIVEBACK PLAN

Effective the first pay period on or after July 1, 2018, all employees represented by the Association will contribute the equivalent of \$85 per month to offset CalPERS Unfunded Accrued Liability costs. All contributions made pursuant to this Employee CalPERS Response Giveback Plan will be deducted from each employee’s paycheck in equal amounts every pay period. Also, the employee contributions made pursuant to this Employee CalPERS Response Giveback Plan will be coordinated as a pre-tax contribution. Finally, the employee contributions made pursuant to this Employee CalPERS Response Giveback Plan will be considered part of the employee contribution towards CalPERS retirement system costs.

SECTION XVI. HEALTH AND WELFARE BENEFITS

A. Cafeteria Style Medical Benefit Plan:

Those Association members who elect to acquire medical insurance coverage through the City will receive the following amounts for use towards enrolling in any of the medical, dental, and vision insurance plans offered by the City.

- Effective December 2022 – \$1,525 / month
- Effective December 2023 – \$1,600 / month
- Effective December 2024 – \$1,675 / month
- Effective December 2025 – \$1,750 / month
- Effective December 2026 – \$1,825 / month

Any unused remainder may be taken as cash, or be used towards any additional City sponsored insurance programs.

It is also important to note that the above referenced contribution amounts will only be provided to Association members who elect to acquire medical insurance through the City. Association members who elect to acquire dental and / or vision insurance through the City, but not medical insurance through the City, will be ineligible to receive the above referenced contribution amounts, and will instead have to participate in the City’s opt-out program as further defined below.

Association Members Hired on or Before August 28, 2015.

Those Association members who elect not to acquire medical insurance coverage through the City must first provide proof of medical insurance coverage through an alternative source. Upon meeting that requirement, the Association member shall then be eligible to opt-out of the City’s medical coverage program and will receive \$750 / month.

Association Members Hired after August 28, 2015.

Those Association members who can provide proof of medical insurance coverage through an alternative source shall be eligible to opt-out of the City’s medical coverage

program and will receive 25% of the monthly cafeteria plan contribution, with a maximum cash-out cap of \$500 / month, which can be taken as cash, or be used towards any non-medical City sponsored insurance programs.

The City will include the provisions of Flores vs. San Gabriel in OT calculations.

B. Long-Term Disability Benefits.

The City shall provide all Association members with a long-term disability program.

C. Prohibition of “Double Coverage.”

The City may prohibit employees from adding another City employee as a dependent, or from being added to another City employee's City health plan(s) as a dependent.

D. Tuition Reimbursement.

Employees who complete job-related courses shall be reimbursed for tuition as outlined in Administrative Policy #305. Such policy shall be considered as part of this Agreement by reference and thus subject to the meet and confer process for any future amendments. In addition, upon successful completion of a course(s) employees will be reimbursed up to \$50 per semester/quarter for required books.

E. Deferred Compensation / Credit Union Savings Program.

The City shall make a matching contribution to each participating employee's IRC 457 Deferred Compensation account of \$50.00 per month, provided the following requirements are met:

1. The employee must be enrolled in a City sponsored deferred compensation plan.
2. The employee must contribute an equal amount of the City's contribution.

Furthermore, at any time, employees can voluntarily elect to participate in and contribute towards any City sponsored deferred compensation program, and / or participate in Monrovia Credit Union savings programs.

SECTION XVII. RETIREMENT MEDICAL BENEFITS

A. Cessation of Medical Benefits Upon Retirement.

1. It is acknowledged by the City and the Association that the City's intent is to provide health coverage for current employees – not for previously retired employees or for current or future employees upon their eventual retirement.
2. The City agrees to provide the following retiree medical benefit.
 - a. Employees hired before July 1, 2008, will be eligible to receive the following retiree medical benefits:

- i. Employees retiring with a minimum of fifteen (15) years of service shall receive a maximum monthly reimbursement of \$100.
- ii. Employees retiring with a minimum of twenty (20) years of service shall receive a maximum monthly reimbursement of \$200.
- iii. Employees retiring with a minimum of twenty-five (25) years of service shall receive a maximum monthly reimbursement of \$250.
- iv. No retiree shall receive a reimbursement for more than the actual monthly cost of the medical coverage.
- v. When the retiree and / or spouse become eligible for Medicare, (if applicable), each must elect such coverage as the City will only provide reimbursement based on the supplement to Medicare plan premium.
- vi. Once retired, the retiree must provide evidence of a monthly premium to be paid directly by the retiree, to receive reimbursement. Otherwise, no reimbursement will be provided.
- vii. Retiree medical premiums will be paid for the employee and spouse for the lifetime of both parties provided they remain married until death. Should they divorce, the spouse will not be entitled to such reimbursement.
- viii. The retiree / spouse must submit evidence of their monthly medical premium to the City to receive their monthly reimbursement.

B. Pre-Funded Retiree Medical Trust.

1. Notwithstanding Section A above, the City will provide a Pre-funded Retiree Medical Trust (PRMT) that provides for employee and employer contributions. The PRMT will establish a health reimbursement savings trust account that will allow the employee to utilize monies in this account to pay for IRS-approved medical premiums with pre-tax dollars as long as there are funds in the retiree's account. A complete Plan document describing the PRMT will be provided to each participant.
2. The City will establish a Plan A and a Plan B PRMT program. All employees must participate in the PRMT and cannot opt out.
3. All employees will exercise a one-time irrevocable election to participate in either Plan A or Plan B of the PRMT.
4. Plan A components:
 - Any employee hired on or after July 1, 2008, will participate in the PRMT as a Plan A participant.

- All employees participating in Plan A are no longer eligible to receive the retiree medical benefits as outlined in Section XVII, A above.
- Both the employee and the City will contribute monies into the Trust each pay period.
- All contributions made by an employee will remain in the Trust for the benefit of the employee regardless of whether he/she retires or otherwise separates from employment with the City.
- An employee cannot contribute either more or less than the amount determined through the meet and confer process.
- The contribution levels for both employee and the City are based on length of service as indicated in the Table below.

Contributions Amounts Per Pay Period		
Years of Service	Employee Contributions	Employer Contributions
0-5	\$10	\$15
6-10	\$10	\$20
11-15	\$20	\$25
16-20	\$20	\$30
21-25	\$30	\$35
26+	\$30	\$40

5. Plan B Components:

- All employees participating in Plan B will retain the retiree medical benefit as outlined in Section XVII, A above.
- Both the employee and the City will contribute monies into the Trust each pay period.
- All contributions made by an employee will remain in the Trust for the benefit of the employee regardless of whether he/she retires or otherwise separates from employment with the City.
- An employee cannot contribute either more or less than the amount determined through the meet and confer process.
- The contribution levels for both employee and the City are based on length of service as indicated in the Table below.

Contributions Amounts Per Pay Period		
Years of Service	Employee Contributions	Employer Contributions
0-5	\$10	\$5
6-10	\$10	\$7
11-15	\$20	\$10
16-20	\$20	\$12
21-25	\$30	\$15
26+	\$30	\$17

6. Monies in the Trust for an employee, former employee and retiree will be available to the surviving beneficiaries in accordance with the provisions of the Trust and IRS regulations.
7. The language contained in this Section is subject to review by legal counsel and may be amended to comply with legal and IRS regulations.

C. Payment of PERS Contingency Reserve Fee.

The Association agrees that should PERS at any time in the future charge a contingency reserve fee, an amount equivalent to the cost to the City shall be prorated for the bargaining unit and a corresponding downward adjustment shall be made in the amount of the City's monthly fringe benefit contribution.

SECTION XVIII. SEVERABILITY

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Memorandum shall remain in full force and effect for the duration of this Memorandum of Understanding.

SECTION XIX. FULL UNDERSTANDING

This Memorandum of Understanding contains all the covenants, stipulations, and provisions agreed upon by the parties, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is the intent of the parties that this agreement be administered in its entirety in good faith during its full term. The Association recognizes that during such term, it may be necessary to reopen certain sections of this Agreement in order for the City to make changes in practices, rules, or procedures affecting the employees covered by this Agreement.

In the event that the City finds it necessary to reopen certain sections of this Agreement to make changes in practices, rules, or procedures, the City shall notify the Association of such change. Upon request, the City agrees to meet and confer with the Association in good faith on the impact that any such change will have on the employees covered by this Agreement.

Furthermore, the City agrees to a re-opener of Section IX.B. of this Agreement, related to Certification Pay, prior to the start of each fiscal year during the term of this Agreement at the discretion of the Association.

Notwithstanding the above identified factors, during the life of this Agreement, the Association voluntarily and unqualifiedly waives its rights and agrees that the City shall not be required to meet and confer with respect to any subject or matter whether referred to or covered in this Agreement or not during the term of this Agreement.

**MONROVIA MUNICIPAL
EMPLOYEES ASSOCIATION:**

DocuSigned by:

8671D74DCD742A4
Daniel Lee, President


DocuSigned by:

749CBA5D68869C1
Will Harris, Vice President

CITY OF MONROVIA:

DocuSigned by:

6431330E30604DC
Dylan Feik, City Manager

DocuSigned by:

45BC2A724C0C4DE
Lauren Vasquez, Assistant City Manager

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF MONROVIA
AND THE
MONROVIA MUNICIPAL EMPLOYEES' ASSOCIATION**

This *Side Letter of Agreement* will modify the following sections of the Monrovia Municipal Employees' Association MOU dated July 1, 2022, through June 30, 2027:

▪ **SECTION II. REPRESENTED POSITIONS**

Effective December 19, 2023, Section II – A, shall be modified to read as follows:

A. Full-Time Represented Positions

The City recognizes that the following full-time positions shall be represented by the Association and shall be subject to the compensation and supplemental benefit levels provided herein:

- Accountant
- Accounting Assistant
- Administrative Assistant
- Assistant to the City Clerk
- Assistant Planner
- Associate Planner
- Benefits Coordinator
- City Facilities Caretaker
- Combination Inspector
- Communications Analyst
- Customer Service Representative
- Development Services Technician
- Fire Inspector
- Hazardous Materials Fire Inspector
- Hillside Wilderness Preserve Supervisor
- Human Resources Technician
- Human Resources Officer
- Information System Analyst
- Information Systems Technician
- Librarian
- Library Supervisor
- Maintenance Lead Worker (Facility, Park, Street, & Utility)
- Maintenance Supervisor (Facility, Field Services, Park, Street, Utilities)
- Maintenance Worker (Facility, Park, Street, & Utility)
- Management Analyst
- Management Assistant
- Neighborhood Preservation Officer
- Neighborhood Services Program Coordinator
- Office Administrator
- Payroll Technician
- Planning Technician
- Principal Accountant
- Principal Planner
- Project Coordinator
- Project Manager
- Public Works Inspector
- Recreation Coordinator
- Recreation Supervisor
- Senior Accounting Assistant
- Senior Administrative Assistant
- Senior Combination Inspector
- Senior Development Services Technician
- Senior Human Resources Technician
- Senior Information System Analyst
- Senior Maintenance Worker (Facility, Park, Street, & Utility)
- Senior Management Analyst
- Senior Neighborhood Preservation Officer
- Senior Payroll Technician
- Senior Planner
- Senior Public Works Inspector
- Utility System Customer Service Supervisor
- Water Production Operator
- Water Production Supervisor

▪ **SECTION IX. SALARIES AND COMPENSATION**

Effective December 19, 2023, Section IX – E, shall be modified to read as follows:

E. FLSA Classification / Management Leave

a. Non-Exempt

- Accounting Assistant
- Administrative Assistant
- Assistant to the City Clerk
- City Facilities Caretaker
- Combination Inspector
- Customer Service Representative
- Development Services Technician
- Fire Inspector
- Hazardous Materials Fire Inspector
- Information Systems Technician
- Maintenance Lead Worker (Facility, Park, Street, & Utility)
- Maintenance Worker (Facility, Park, Street, & Utility)
- Management Assistant
- Neighborhood Preservation Officer
- Neighborhood Services Program Coordinator
- Office Administrator
- Payroll Technician
- Planning Technician
- Public Works Inspector
- Project Coordinator
- Recreation Coordinator
- Senior Accounting Assistant
- Senior Administrative Assistant
- Senior Combination Inspector
- Senior Development Services Technician
- Senior Maintenance Worker (Facility, Park, Street, & Utility)
- Senior Neighborhood Preservation Officer
- Senior Payroll Technician
- Senior Public Works Inspector
- Water Production Operator

b. Exempt

- Accountant
- Associate Planner
- Benefits Coordinator
- Communications Analyst
- Hillside Wilderness Preserve Supervisor
- Human Resources Technician
- Human Resources Officer
- Human Resources Supervisor
- Information System Analyst
- Librarian
- Library Supervisor
- Management Analyst
- Principal Accountant
- Principal Planner
- Project Manager
- Recreation Supervisor
- Senior Human Resources Technician
- Senior Information System Analyst
- Senior Management Analyst
- Senior Planner

- c. Exempt – Overtime Eligible
 - Maintenance Supervisor (Facility, Field Services, Park, Street, Utility)
 - Assistant Planner
 - Utility System Customer Services Supervisor
 - Water Production Supervisor

- **SECTION IX. SALARIES AND COMPENSATION**

Effective December 19, 2023, Section IX – C, shall be modified to read as follows:

C. Salary Survey / Salary Range Adjustments.

Effective July 1, 2022, the new Citywide Classification / Compensation Program will be implemented. The City will adjust employees' salaries by moving them to the new range and placing them on the step that is closest to their current pay, without losing any compensation.

The City will institute two salary surveys of salary and medical benefit costs, and will make corresponding salary range adjustments to maintain competitive market based compensation levels, pursuant to the following provisions:

- The City will coordinate the salary survey according to a timeline which will allow for the implementation of salary range adjustments on January 1, 2024 and January 1, 2026.
 - In order to facilitate the timelines associated with the biennial salary range adjustments, the salary survey process will be initiated no later than July 1, 2023, and July 1, 2025.
 - The City will guarantee a minimum of a five percent adjustment to the Citywide Classification / Compensation Program on January 1, 2024 and January 1, 2026.
 - The City will adjust employees' salaries by moving them to the new range and placing them on the step that is closest to their current pay, without losing any compensation.
 - Effective the first pay period of calendar year 2024 (December 31, 2023), the City will adjust employees' salaries by moving them to the new range and placing them on their current step.
- Prior to initiating the salary survey, the City will establish a working committee that will include the City Manager and / or his / her designee, along with two (2) representatives from the Association. The Association will be responsible for identifying the two (2) representatives to serve on the working committee. Furthermore, the committee will include representatives from the Monrovia Police Officers' Association and the Monrovia Firefighters' Association. The City and the Association agree that representatives to the working committee will work collaboratively and in good-faith.
- Upon convening the working committee, representatives will convene an initial kick-off meeting, where the parties will determine the job classifications to be surveyed and the method of the salary survey. If agreement cannot be reached on the classifications to be surveyed or the method of the salary survey process, a final determination on those matters will be achieved by engaging the City's grievance procedures as defined in Section VI of this Agreement.
- After the initial kick-off meeting, the City will work to collect the salary data pursuant to the guidelines established by the working committee. Upon

collecting the data, additional meetings of the working committee will be called to review the salary survey data and to assess how that data will be implemented to establish new top-step salary ranges for all job classifications.

- The implementation of the salary survey data will take into the following prioritized factors: 1.) Account for horizontal and vertical internal organizational salary relationships. 2.) Account for the average salary for each surveyed position. 3.) Implement a new compensation structure that maintains salaries at no less than the salary survey average in a manner that takes into account horizontal and vertical internal organizational salary relationships.

Once the working committee reaches agreement on a new compensation system, the City Manager shall be authorized to implement the new salary ranges for each corresponding position.

**MONROVIA MUNICIPAL
EMPLOYEES' ASSOCIATION:**

DocuSigned by:
Daniel D Lee
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Daniel Lee, President

DocuSigned by:
William Harris
E46CBA5D68864C1...
William Harris, Vice President

CITY OF MONROVIA:

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Dylan Feik
8431550E30804DC...
Dylan Feik, City Manager

DocuSigned by:
Lauren Vasquez
45BC2A724C0C4DE...
Lauren Vasquez, Assistant City Manager

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF MONROVIA
AND THE
MONROVIA MUNICIPAL EMPLOYEES' ASSOCIATION**

This *Side Letter of Agreement* will modify the following sections of the Monrovia Municipal Employees' Association MOU dated July 1, 2022, through June 30, 2027:

▪ **SECTION XII. LEAVE PROVISIONS**

Effective March 19, 2024, Section XII – E, shall be modified to read as follows:


E. Bereavement Leave

In the event of the death of a member of an employee's family (defined as a spouse, parent, stepparent, sibling, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, domestic partner, anyone living in the household, or anyone who can be certified as having raised the employee as a child), the employee will be entitled to five (5) days of bereavement leave. Employees will be paid up to forty (40) hours of bereavement leave, per each individual bereavement occurrence. The five (5) days of bereavement leave do not have to be taken consecutively. Employees may use their accrual banks for any additional time needed.

Employees may also take time off for bereavement situations for non-immediate family members by utilizing accrued sick leave, compensatory time, or vacation leave for such circumstance with the approval of the employee's supervisor or manager.

To be entitled to receive paid time off for bereavement leave, an employee may be required to present written documentation to the City showing that the employee did attend an immediate family member's (as defined in this section) funeral.

**MONROVIA MUNICIPAL
EMPLOYEES' ASSOCIATION:**

DocuSigned by:

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Daniel Lee, President

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William Harris, Vice President

CITY OF MONROVIA:

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Dylan Feik, City Manager

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Lauren Vasquez, Assistant City Manager