

MEMORANDUM
OF
UNDERSTANDING

between the

El Monte

Police Officers' Association

and the

City of El Monte

January 1, 2016 – December 31, 2017

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ARTICLE 1. TERM OF MEMORANDUM OF UNDERSTANDING

This agreement shall be effective January 1, 2016, except as otherwise provided herein, and together with all the terms, conditions and effects thereof, shall expire on midnight on December 31, 2017.

ARTICLE 2. PREAMBLE

Section 2.01 MAINTENANCE OF BENEFITS

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

ARTICLE 3. RECOGNITION

Section 3.01 REPRESENTATION

The El Monte Police Officers' Association, (hereinafter referred to as "Association" or "EMPOA") is the recognized employee organization for all sworn non-management employees employed in the Police Department of the City of El Monte (hereinafter referred to as "City").

Section 3.02 CLASSIFICATIONS

The El Monte Police Officers' Association is recognized as the exclusive employee organization to represent the following classifications:

| | |
|---------------------------------|------------------|
| Police Officer | Police Corporal |
| Police Officer II | Police Sergeant |
| Police Officer/Bonus Assignment | Helicopter Pilot |

Employees within those classifications hereinafter are collectively referred to as "unit employees".

Section 3.03 UNION/ASSOCIATION AFFILIATION

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



EMPOA / CITY

B. Dues / Fees / Deductions - During the term of this MOU and upon compliance with such rules and regulations pertaining thereto as the human resources and finance departments may establish, association dues and such other deductions as may be lawfully permitted and agreed to by the city and the association, shall be uniformly deducted semi-monthly from the salary of each unit employee who is a member of the Association.

C. Changes to Dues & Deductions - Any changes in said uniform dues or other deductions may be authorized in the following manner:

1. A letter shall be submitted to the Finance Director with a copy to the Human Resources/Risk Management Director listing the name of each affected unit employee.
2. Said letter shall explain the reason for the required change in deductions and the amount of the change to be levied.
3. Said letter shall contain the signatures of the President, Vice President, and Secretary - Treasurer of the Association.
4. Implementation of Changes in Deductions - Upon the receipt and verification of said letter, the Human Resources/Risk Management (HR/RM) and Finance departments shall promptly implement such changes in deductions.
5. Revocation of Payroll Deductions - This authorization for payroll deduction is revocable by an individual unit employee by a notice in writing submitted to the HR/RM Department with a copy to the Association.
6. Indemnification - The Association agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this section.

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

E. Police Officers' Association Business

1. Release Time - The El Monte Police Officers' Association is permitted four hundred eighty (480) hours of release time with pay per calendar year to

- pursue Association business.
2. Association Leave Bank - Each EMPOA member will donate two (2) hours of vacation time to be placed in existing Association Leave Bank each July. The allotment of additional compensation time is intended to be a revenue neutral item. The EMPOA will work with City Administration to confirm the budgetary impact, if so requested. Both parties will work on a mutually agreeable solution or administrative procedure to mitigate or offset the financial impact, if any.
 3. Approval
 - a. Association Leave must be authorized by the EMPOA Board and approved by the individual's immediate supervisor.
 - b. The employee taking Association leave shall forward an EMPOA Leave Request and Authorization Form to police administration for tracking purposes.
 - c. Hours Do Not Accumulate - the four hundred eighty (480) hours of release time (as referenced in Section 3.03(E)(1)) not used may not be accumulated and/or transferred to any subsequent calendar year.
 4. Additional Release Time - In addition to the four hundred eighty (480) hours of paid Association release time leave, as set forth in this Section, the City will permit up to twelve (12) unit members to participate, without loss of compensation, in the negotiations process, including reasonable meetings and other associated activities in connection therewith.

ARTICLE 4. MANAGEMENT RIGHTS & RESPONSIBILITIES

All parties hereto recognize the City as having and retaining the exclusive right to manage and direct the performance of the City's services and work forces performing such services subject to the provisions of California Government Code Section 3500, et seq.

ARTICLE 5. SALARIES & OTHER PAYS

Section 5.01 SALARY RANGES

The Salary Resolution and Salary Grade Table authorized by the City Council will be the guiding document for salary ranges and Citywide budgeted positions in accordance with Title 2, Chapter 2.72, Sections 040 Classification and 050 Compensation of the City of El Monte Municipal Code.

Section 5.02 SALARY ADJUSTMENTS

DEFERRED PAY RAISES. The raises previously agreed upon in the July 1, 2007 – December 31, 2010 MOU (4% July 2009, 2% July 2010 and additional 1% for Sergeants, January 2010) but not yet received will be provided for all unit members effective the first full

pay period following December 31, 2015. All unit employees shall receive a six percent (6%) pay raise, with the additional one percent (1%) for a total of seven percent (7%) for sergeants and helicopter pilots.

Additionally, all unit employees shall receive the following:

- A. Effective January 1, 2017, a two percent (2%) salary adjustment above their standard classifications' current assigned salary range which was in effect in the Salary Resolution on January 1, 2017.
- B. Effective July 1, 2017, a two percent (2%) salary adjustment above their standard classifications' current assigned salary range which was in effect in the Salary Resolution on July 1, 2017.

Section 5.03

BONUS ASSIGNMENTS

A. Purpose

The purpose of this policy is to establish required and desirable qualifications for the selection of sworn unit employees for certain bonus assignments within the ranks of the El Monte Police Department.

B. Compensation

1. All sworn unit employees who are assigned Bonus assignments as set forth in this Section, shall be placed in the Police Officer/Bonus Assignment classification and assigned to salary grade 106.
2. Unit employees who are qualified and appointed as Police Corporal shall be placed in the Police Corporal assignment classification and assigned to salary grade 107.
3. Police Officer II – The placement into this classification would be automatic for employees in the rank of Police Officer meeting ALL of the following criteria:
 - a. Have served in a Bonus Assignment for at least 12 months
 - b. Have served as a Police Officer for a period of five (5) years in patrol including lateral patrol experience (non-probationary);
 - c. Have obtained their Advanced Post Certificate; and
 - d. Return to a Patrol assignment.
4. Police Officers meeting all of the above criteria after returning to a patrol assignment shall be placed in the Police Officer II classification and assigned to salary grade 106.
5. Unit employees who meet the requirements outlined in section 5.03(B)(3) above but have yet to receive their advanced POST certificate at the time

they return to a patrol assignment from the bonus assignment shall be entitled to receive the Police Officer II classification and assigned to salary grade 106 once they obtain their advanced POST certificate. No back pay shall be awarded for the period of time between when the unit employee returns to patrol with an intermediate POST certificate and when the unit employee eventually obtains his/her advanced POST certificate.

6. Unit employees in the Bonus Assignment of Canine Handler (K9) shall receive, in addition to their bonus assignment pay, an additional seven (7) hours of overtime each pay period. This additional compensation shall be for canine handlers' duties related to the daily care, feeding, exercising and training of the canines assigned to them.

C. Bonus Assignments/Transfer Are Not Promotions

1. The following bonus assignments are considered transfers from the Patrol Division and are not considered promotions as defined in the City's Personnel System Rules:

- *Corporal*
- *Special Investigation Team*
- *Investigator*
- *Motor Officer*
- *Accident Investigator*
- *Field Training Officer*
- *Community Relations Officer*
- *Gang Detective*
- *Court Officer*
- *Canine Handler*
- *Helicopter Pilot/Observer*
- *Special Enforcement Unit*
- *All assignments that receive bonus pay*

2. Minimum Qualifications

The following qualifications apply to consideration for bonus assignments transfer:

- a. Three (3) years sworn law enforcement experience;
- b. Have successfully completed employment probation as a Police Officer;
- c. Has shown an expressed interest in the position applied for;
- d. Education, training and demonstrated abilities in related areas, such as enforcement activities, investigative techniques, report writing, public relations, etc.
- e. Complete any training required by POST or law.

3. Selection Criteria - The following selection criteria shall apply to bonus assignments:
 - a. Administrative evaluation as determined by the Chief of Police. This may include a review of each candidate's immediate supervisor's recommendations.
 - b. Any supervisor's recommendations will be submitted to the Chief of Police through the Division Captain for whom the candidate will work.
 - c. Bonus assignments will be approved by the Chief of Police.
 - d. The policy and procedures for all positions may be waived for temporary assignments, emergency situations or for training.
4. Temporary Assignments - Bonus Assignments are temporary assignments except those specific assignments identified in the following Section 5.03(C)(5) below.
5. Permanent Assignments
 - a. The following assignments are designated by Police Management as permanent assignments:
 - All Senior Police Detectives/Investigators (12)
 - b. The following positions are permanent until voluntarily vacated or removed pursuant to Section 5.03(C)(5)(d):
 - Nicholas Stratis – Traffic
 - Larry Fry – CRO
 - Ricky Metoyer – Traffic
 - c. Whenever any of the unit employees in permanent assignments who are specifically listed above by name in 5.03(C)(5)(b) above are promoted to a higher classification or retire or otherwise terminate their employment with the City of El Monte Police Department, the said permanent assignment shall revert to a temporary assignment.
 - d. Incumbents in permanent assignments may be removed from their positions by voluntary transfer or due process (disciplinary appeal hearing) or through the layoff process.
 - e. Limitations:

All other unit employees assigned to Police Detectives, Motor Officers or any other Bonus assignments made by Police Management are considered to be temporary and not permanent.

A. Work Schedules

1. 3/12 Work Schedule
 - a. The City certifies that unit employees assigned to patrol will work the so-called "3/12" shift, also known as the 12 ½ work schedule.
 - b. On that assigned shift, unit employees will work three (3) consecutive twelve and one half hour (12 ½) workdays with four (4) consecutive days off thereafter.
 - c. Unit employees who are assigned to the 3/12 shift shall be required to work an additional shift of ten (10) hours each month.
2. 4/10 Work Schedule
 - a. Unit employees assigned to work in the Detective Bureau, Community Relations Office, School Resource Office and Internal Affairs may be assigned to work the 4/10 schedule.
 - b. Other unit employees may be assigned by Police Management to work the 4/10 schedule.

B. Overtime Pay

7k Exemption – 28 day Work Period

1. The City declares the 7k Exemption for Law Enforcement Personnel as defined in the Fair Labor Standards Act for the purposes of computing overtime.
2. The work period is designated to be twenty-eight (28) days beginning April 15, 1986.

C. Hours Worked Overtime

1. Payment for overtime will be paid at the rate of one and one-half (1.5) times the unit employee's hourly rate of pay for all hours worked in excess of an employee's regular assigned work shift or one hundred sixty (160) hours in a twenty-eight (28) day period.
2. Hours worked will consist of actual hours worked including lunch time, travel time on call-back emergencies, shift exchanges or adjustments when required by the City, and all other time during which the unit employee is necessarily required to be on duty or at a prescribed work place.
3. Hours worked will also include all paid leave such as sick leave, holiday, vacation, or compensatory time.

D. Overtime Compensation

1. Overtime hours will be compensated at one and one-half (1.5) time the unit employee's rate of pay, which includes the unit employee's hourly rate of pay and all other remuneration such as POST certificate pay, bonus assignment pay, and longevity pay for employment paid to the unit

employee.

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

E. Compensatory Time

1. Compensatory Time Off Pool (Association) – Employee Benevolent Fund
2. Contribute Overtime to Compensation Time Bank
3. Unit employees eligible for overtime shall be able to contribute compensatory time in hours in lieu of salary for the Employee Benevolent Fund.
4. A committee consisting of the Police Association Board will collect, hold and distribute the compensatory time as set forth in this Section.
5. Purpose - The purpose of this Employee Benevolent Fund is to provide compensatory time off for unit employees of the Police Association who qualify under the following guidelines:
 - a. The unit employee is unable to work because of a prolonged illness, accident or other unforeseen occurrence, as approved by the committee.
 - b. The unit employee is out of accumulated sick leave.
 - c. The unit employee is out of accumulated vacation leave.
6. Administration - The Police Association Board will meet to determine if the unit employee meets the requirements and if the unit employee does, the Vice President of the Association will release the necessary previously collected compensatory time off hours to that unit employee through the office of the Chief of Police.
7. Hours Donated
 - a. The unit employees of the Association will be asked to voluntarily donate time towards this "compensatory time off pool."
 - b. A goal of four hundred (400) hours will be set for the maximum amount of hours to be accumulated, held and maintained.
 - c. When these hours are expended, more hours will be requested until the expended hours are replaced.
8. Record Keeping
 - a. The Association unit employees donating their hours will submit Leave Request Forms.
 - b. Once the proper supervisor has approved each slip, the form will be forwarded to the HR/RM Department.
 - c. The Association Vice President will keep in contact with the office of the Chief of Police to determine the amount of hours needed by any unit employee.

9. Compensatory Time Off Bank (Individual)
- a. Each unit employee eligible for overtime shall be able to bank compensatory time up to a maximum of two hundred (200) hours in lieu of salary, with Police Management approval.
 - b. The accumulated compensatory time may be used by the individual as leave time after approval of Police Management.

F. Translator Pay

1. Speaking Another Language as determined by the City - Eligible unit employees who are certified by the City and appointed by Police Management to speak (basic conversational skill) another language (other languages include but not limited to Spanish, Chinese and Vietnamese) determined by the City other than English shall receive fifty dollars (\$50) per month for use of this language in the performance of their job.
2. Speaking, Reading and Writing Another Language as Determined by the City - Eligible unit employees, who are certified by the City and appointed by Police Management to speak, read and write in another language (other languages include but not limited to Spanish, Chinese and Vietnamese) other than English shall receive one hundred dollars (\$100) per month for the use of this language in the performance of their job.
3. Limit on the Number of Translator Assignments
 - a. The total number of translator assignments pays shall not exceed 20% of the sworn non-management employees in the Police Department, except as set forth below.
 - b. Additional Translator assignments can be approved by Police Management, if sufficient funds are available in the Police Department budget to cover the increased costs.
 - c. Police Management shall determine the number of translator assignments per language and selection by seniority and the minimum number of translator assignments, if qualified, shall be twenty-eight (28).

G. Longevity Pay

A longevity pay plan based upon service time in regular employment with the City of El Monte shall provide the following additional compensation above the eligible unit employee's base salary as follows:

| Employee Years of Service | Compensation |
|-----------------------------------|------------------|
| After five (5) years (60 Months) | \$ 75 per month |
| After ten (10) years (120 months) | \$ 100 per month |

| | |
|---------------------------------------|------------------|
| After fifteen (15) years (180 months) | \$ 125 per month |
| After twenty (20) years (240 months) | \$ 150 per month |

H. Court Time

1. Definition - Hours Worked – Any hours worked (i.e. picking up and protecting witnesses, etc.) prior to the commencement of court, during any meal or break period, or after the completion of a court session will be deemed hours worked, for which the employee will be entitled to compensation at the rate of one and one-half (1.5x) their hourly rate of pay.
2. Effective January 1, 2016, compensation for required "in-court" ("be-there") court time shall be for a minimum of three (3) hours per morning and three (3) hours per afternoon appearance outside of the normal assigned work schedule at the rate of one and one-half (1.5x) their regular rate of pay.
3. Effective January 1, 2017, compensation for required "in-court" ("be-there") court time shall be for a minimum of four (4) hours per morning and four (4) hours per afternoon appearance outside of the normal assigned work schedule at the rate of one and one-half (1.5x) their regular rate of pay.
4. In the event the employee is "called off" from court, the employee will be compensated two (2) hours (both AM and PM). This two (2) hour component will be compensated, in the form of pay ("1.5x" for "in court"/"be-there" appearance).
5. The City will fully compensate all employees for all hours that the employee is actually in court, above the applicable hourly minimum.
6. Unit employees required for any court time outside the City of El Monte (i.e. City of Pomona, Downtown Los Angeles, etc.) shall be compensated for a minimum of four (4) hours per morning and four (4) hours per afternoon appearance outside of the normal assigned work schedule at the rate of time and one-half (1.5x) their regular rate of pay.
7. The City will fully compensate all employees for all hours that the employee is actually in court, above the applicable minimum.

I. Court Stand-by Pay

1. Definition – For the purposes of this paragraph, court stand-by time will be interpreted as that time during which a unit employee will be on call at a location where that person will be able to appear in court within one (1) hour from the time contacted. As described above, the Association agrees that stand-by time is only "partially" restrictive and not "totally" restrictive.

2. Compensation for court stand-by time shall be for a minimum of two (2) hours per morning session and two (2) hours per afternoon session for all courts. Compensation for court stand-by shall be at the employee's hourly rate of pay.
3. In the event the employee is "called off" from court, the employee will be compensated two (2) hours (both AM and PM). This two (2) hour component will be compensated, in the form of pay ("straight time" for standby).
4. The City will fully compensate all employees for all hours that the employee is on stand-by, above the applicable minimum.

J. Stand-by ("On-Call") Pay

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

K. Post Certificate Pay

1. Each unit employee who possesses the Peace Officer's Standards and Training (POST) Basic Certificate will receive an additional three percent (3%) above base salary.
2. Each employee who possesses an Intermediate POST Certificate will receive ten and one-half percent (10 1/2%) above base salary.
3. Each unit employee who possesses the Advanced POST Certificate will receive sixteen percent (16%) above base salary.
4. Implementation - The increases shall commence on the first day of the calendar month following the date that the employee meets the certification requirements and submits the appropriate paperwork/application.

L. Out of Class Pay

This section intentionally left blank and is not applicable to this employee unit.

M. Extra Duty Pay

1. Extra Duty Pay is defined as when a unit employee selects and is

approved by Police Management to work an off-duty work detail which includes but is not limited to duties requiring sworn police services with other private or public employers who have an agreement with the El Monte Police Department to provide such off duty police services.

2. More specific details of the off duty police work covering Extra Duty Pay is set forth in the Police Department Policy Manual.
3. Each unit employee assigned extra duty shall be compensated at the rate of one and one-half (1.5) times Step 5 of the Police Officer's hourly rate of pay.

N. Acting / Interim Assignment Pay

1. Each unit employee assigned by the supervisor to perform the acting duties of a position with a higher salary classification for an entire shift shall receive the compensation specified for the higher position (e.g. per day formula).
2. Increased compensation to be at a step within the higher classification as will accord such unit employee an increase of at least five percent (5%), but not more than fifteen percent (15%), over that person's current regular compensation.

O. Field Training Officer Compensation

1. Unit employees assigned as a Field Training Officer ("FTO") shall remain in that assignment for a minimum three (3) year period, at the discretion of the Police Chief.
2. Each sworn employee, officers and/or corporals, assigned as an FTO shall be compensated four hundred dollars (\$400) per month. Compensation is not contingent upon whether they are currently assigned to train a new hire.
3. The maximum number of personnel assigned as FTOs shall be six (6) unless increased by the Police Chief and City Manager.

P. Shooting Pay

1. Each January 1, the City shall pay to each employee "Shooting Pay" of one percent (1%) above the unit employee's base salary, provided:
 - a. The unit employee successfully qualified (duty weapon and shotgun) during each quarterly qualification period from the preceding year; and
 - b. The unit employee had no preventable accidental firearm discharges during the preceding year.
2. Qualifications – Limitations
 - a. A unit employee who fails to qualify within any one or more of the quarterly qualification periods (as required by Department

policy) shall be ineligible for "Shooting Pay" for the next calendar year.

- b. A unit employee who does not shoot during a quarterly shooting qualification period will maintain his/her eligibility for Shooting Pay for the next calendar year, provided the employee:
 - i. Was on administrative leave;
 - ii. Assigned to a work or training location that was outside of Los Angeles County;
 - iii. Could not shoot due to injury;
 - iv. Could not shoot due to range closure; or
 - v. Due to other legitimate circumstances as approved by Police Management.

Q. On-Call Pay: SWAT Members

1. Each member of the SWAT Team shall be compensated two hundred dollars (\$200) each month for answering their phones while off-duty and being available to respond to call-outs. This compensation does not include compensation that the SWAT Team members are entitled to if they are ordered to report to work during their off-duty hours.
2. Sixteen (16) members assigned at any given time.

R. On-Call Pay: Sergeants of Special Units

Each Sergeant of a Special Unit shall receive ten (10) hours of compensatory time for every month as compensation for answering their phones while off-duty and being available to respond to investigations, which require a supervisor. This compensation does not include compensation that the Sergeant is entitled to if the Sergeant is required to report to work during his or her off-duty hours.

ARTICLE 6. BENEFITS

Section 6.01

CAFETERIA ALLOTMENT & MEDICAL INSURANCE

A. Medical Insurance:

The City shall pay 100% of the cost of the second lowest Los Angeles Area (Los Angeles, San Bernardino, and Ventura County) Region family plan offered by CalPERS towards the cost of monthly medical insurance for each unit employee and their enrolled dependents. For example: Currently, the second lowest L.A. Area Region family plan is United Health Care (2016 cost = \$1,280).

B. Cash In-Lieu ("opt-out") or Cash Back:

1. If a unit employee can provide to the HR/RM Department proof of

- medical insurance coverage elsewhere (such as through a spouse), then the unit employee may opt out of City medical coverage.
2. Current employees (Employees hired prior to January 1, 2016): If opting out of medical coverage, shall be entitled to the full medical insurance rate referenced in section 6.01(A) (currently the rate is \$1,280) per month.
 3. An employee who submits an employment application AFTER January 1, 2016 and chooses to opt out of City Medical Insurance coverage will be eligible for a maximum amount of five hundred dollars (\$500) per month.
 4. An employee who is hired after January 1, 2016 but submitted an employment application PRIOR to January 1, 2016 will have the same cash in lieu options as employees hired prior to January 1, 2016 (currently the rate is \$1,280).
 5. If the unit employee does not use the full benefit allotment of medical benefits, or qualifies to opt out of coverage, the remainder will be paid to the unit employee. Employees may choose to:
 - a. Receive this as taxable compensation ; or
 - b. Deposit toward retirement as non-taxed contribution to unit employee's individual City Deferred Compensation plan (457) in accordance with IRS guidelines.

Section 6.02 DENTAL INSURANCE

All unit employees shall have access to the City-selected Dental Insurance Program(s) using their respective Cafeteria Plan Allotment. The cost of any selection will be borne by the member.

Section 6.03 VISION INSURANCE

All unit employees shall have access to the City-selected Vision Care Insurance Program(s) using their respective Cafeteria Plan Allotment. The cost of any selection will be borne by the member.

Section 6.04 LIFE INSURANCE

All unit employees shall have access to the City-selected Life Insurance Program(s) using their respective Cafeteria Plan Allotment. The cost of any selection will be borne by the member.

Section 6.05 LONG TERM DISABILITY INSURANCE

- A. City Contribution - The City shall pay fifteen dollars and ninety-eight cents (\$15.98) per month to the Association on behalf of each unit employee in lieu of long-term disability

insurance.

- B. Unit members may purchase long-term disability insurance through the Association.
- C. The Unit may change participation in the Association LTD plan to the City plan at any time by mutual agreement with the City.

Section 6.06 LONG-TERM CARE

This section intentionally left blank and is not applicable to this employee unit.

Section 6.07 IRS SECTION 125 – FLEXIBLE SPENDING PLAN

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

Section 6.08 OTHER BENEFITS

- A. Uniform Allowance
 1. A uniform allowance of one thousand two hundred fifty dollars (\$1250) per calendar year shall be paid to each unit employee who is required to maintain a uniform.
 2. All of said sum shall be used for the purchase and cleaning of official uniforms.
 3. The sum payable shall be paid in two (2) installments, each installment to be made at a time determined by the City Manager, which time shall be at or prior to July and December of each calendar year.
 4. In the case of a unit employee who has worked less than six (6) months at the time such an installment is payable, the installment shall be prorated on the ratio that the number of months worked by such unit employee bears to six (6) months.
 5. Also, any unit employee who terminates prior to the date an installment is payable shall not be entitled to any prorated portion of said installment.
 6. A unit employee who terminates shall refund to the City any uniform installment not fully used.
 7. The amount of the refund shall be prorated based on the number of

months worked.

B. Auto Allowance

A unit employee who is designated by the Police Chief to regularly use his or her personal vehicle for City business shall receive a non-PERSable car allowance of four hundred (\$400) per month.

C. Spanish Language Training

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

ARTICLE 7. LEAVES

Section 7.01 HOLIDAYS

A. Holiday Hours -

1. Holidays shall be established at the rate of ten (10) hours for each holiday that occurs during the year to a maximum of one hundred ten (110) hours per year, beginning each calendar year.
2. Employees will be paid for the following eleven (11) holidays:

| <i>Holiday</i> | <i>Day</i> |
|---|---------------------------------|
| <i>New Year's Day</i> | <i>January 1</i> |
| <i>Martin Luther King, Jr. Birthday</i> | <i>3rd Monday in January</i> |
| <i>President's Day</i> | <i>3rd Monday in February</i> |
| <i>Memorial Day</i> | <i>Last Monday in May</i> |
| <i>Independence Day</i> | <i>4th of July</i> |
| <i>Labor Day</i> | <i>1st Monday in September</i> |
| <i>Veteran's Day</i> | <i>November 11</i> |
| <i>Thanksgiving Day</i> | <i>4th Thursday in November</i> |
| <i>Day before Christmas</i> | <i>December 24</i> |
| <i>Christmas Day</i> | <i>December 25</i> |
| <i>Day before New Year's</i> | <i>December 31</i> |

B. Holiday Bank

1. A holiday bank shall be established for each unit employee at the rate of ten (10) hours for each holiday, which occurs during the year to a maximum of one hundred ten (110) hours per year beginning each calendar year.
2. On or about January 20 of each calendar year thereafter, each unit employee will receive a cash payment for all remaining time in the holiday bank at straight time at the base rate.
3. There shall be no carry-over of banked holiday hours from one calendar year to another.

C. Separating Employee Unused Holiday Pay

1. Employees who leave City employment shall be paid a pro-rata amount of unused holiday pay.
2. The separating employee shall be paid all unused holiday pay equivalent to the number of holidays that occur between January 1 and the date of the employee's termination. For example, if an employee resigns effective July 1 and has not been paid holiday pay at all during that calendar year, he or she will be paid a total of forty (40) hours of holiday pay for New Year's Day, Martin Luther King, Jr. Birthday, Presidents' Day and Memorial Day. If, however, the terminating employee used more holiday hours than have occurred between January 1 and the termination date, the amount of over usage shall be deducted from his or her accrued leave balances or final pay.

D. Holiday on Scheduled Work Day

1. Whenever a holiday occurs on a scheduled work day and the unit employee does not work, holiday banked hours must be used.
2. If a unit employee has exhausted his or her banked holiday hours and a holiday occurs, he or she must use accrued leave in order to be paid on that day.
3. Vacation leave shall be the first used.
4. If the unit employee has no vacation leave, other types of accrued leave may be used. However, the unit employee may not use sick leave to be paid for a holiday.
5. If a unit employee has exhausted all accrued leave balances on a holiday, he or she will not be paid on that day.

E. Compensation

1. Any unit employee, who is previously approved by Police Management to work on a holiday or who is assigned to a classification that regularly works on a holiday shall be compensated for any and all such hours

- actually worked at the rate of one and one half (1.5) times the employee's base salary rate, commonly referred to as "time and one-half".
2. For example, if a unit employee works ten (10) hours, he or she will be paid a total of fifteen (15) hours for the day - ten (10) hours of regular pay and an additional five (5) hours of pay.
 3. The additional pay referred to in this paragraph must be paid in salary.
 4. For the purpose of this paragraph, the phrase "regularly works" means work that recurs at fixed and uniform intervals.
 5. For the purpose of this paragraph, the phrase "regularly works on a holiday" means work that regularly starts after 12:01 a.m. on the day of the holiday.

Section 7.02

VACATION

- A. The purpose of annual vacation leave is to enable each regular employee annually to return to work mentally refreshed.
- B. Vacation Accrual Rate - Any new full time employee hired on or after July 1, 2012, will be allowed to accrue a maximum of three hundred and sixty (360) hours of vacation leave. If an employee has accrued unused vacation leave at or exceeding 360 hours, the employee will be paid out the hours he/she would have accrued absent a cap on the following pay period.
- C. The vacation accrual rate for unit employees based on years employed, vacation earned per week and annual maximum earning is as follows:

| Years/Months Employed | Maximum Yearly Accrual |
|-----------------------|------------------------|
| 0-2 (0 - 24 months) | 80 hours |
| 2-9 (25 - 108 months) | 120 hours |
| 10 (109 - 120 months) | 128 hours |
| 11 (121 - 132 months) | 136 hours |
| 12 (133 - 144 months) | 144 hours |

| | |
|-------------------------------------|-----------|
| 13 (145 - 156 months) | 152 hours |
| 14 (157 months & thereafter months) | 160 hours |

Section 7.03 SICK LEAVE

- A. Sick Leave Accrual Rate - Sick leave shall be accumulated at the rate of ten (10) hours for each calendar month of service.
- B. Use of Sick Leave
1. Sick leave shall not be considered as a privilege, which a unit employee may use at that person's discretion but shall be allowed only in case of actual sickness or disability of the unit employee or within the immediate family.
 2. Sick leave in the case of the death of a member of the immediate family of a unit employee shall be granted only by and at the discretion of the department head of such unit employee.
- C. Notification Requirement
1. In order to receive compensation while absent on sick leave, the unit employee shall notify the immediate supervisor or the Human Resources Officer prior to or within four (4) hours after the beginning of that person's assigned shift or as may be specified by the department head.
 2. Unit employees absent from duty due to illness or injury in excess of three (3) consecutive work days may be required to furnish a statement from their physician upon returning to work.
 3. Nothing in this section precludes a supervisor, with cause, from requiring a physician's statement if three (3) or less sick days are taken.
- D. Limitations
1. All unit employees shall be entitled to sick leave privileges except a unit employee with less than six (6) months service with the City.
 2. However, sick leave credits for such time shall be granted to each such unit employee who remains employed after six (6) months of service.

Section 7.04 PERSONAL LEAVE

- A. Unit employees will be allowed to use up to fifty (50) hours per year for the purpose of conducting personal business, which must be performed during normal business hours.

- B. All leave time shall be charged to employee's accrued sick leave.
- C. Such requests for sick leave for personal leave must be approved in advance by the department head.

Section 7.05 BEREAVEMENT LEAVE

This section intentionally left blank and is not applicable to this employee unit.

Section 7.06 FMLA/CFRA - FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT

A. Statement of Policy

In accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) the City of El Monte will provide family and medical care leave for eligible employees, as defined.

B. Definitions

1. 12-Month Period - means a rolling twelve (12)-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. Child - means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. A unit employee's child is one for whom the unit employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or stepchild.
3. Serious health condition - means an illness, injury impairment, or physical or mental condition that involves:
 - a. Any period of incapacity or treatment in connection with or consequent to a hospital, hospice or residential medical care facility;
 - b. Any period of incapacity requiring absence from work of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider;
 - c. Continuing treatment of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or
 - d. Prenatal care by a health provider.
4. Continuing Treatments means:
 - a. Two or more visits to a health care provider;

- b. Two or more treatments by a health care practitioner (e.g. physical therapist) on referral from, or under the direction of a health care provider or;
- c. A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g. medication therapy).

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

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

D. Leave Eligibility

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

leave under this policy.

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

5. Medical Verification

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

6. City May Require Medical Opinion

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

E. Intermittent Leave Requests

- 1. If a unit employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition the unit employee must provide medical certification that such leave is medically necessary.
- 2. "Medically necessary" means there must be a medical need for the leave and that the leave can be best accomplished through an intermittent or reduced leave schedule.

F. Unit Employee Notice of Leave

- 1. Although the City of El Monte recognizes that emergencies arise which may require unit employees to request immediate leave, unit employees are required to give as much notice as possible of their need for leave.
- 2. If leave is foreseeable, at least 30 days' notice is required.
- 3. In addition, if a unit employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the unit employee shall inform his/her supervisor as soon as possible that such leave will be needed.
- 4. If the City determines that a unit employee's notice is inadequate or the

unit employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion adequately cover the position with a substitute.

G. Reinstatement Upon Return from Leave

1. Upon expiration of leave, a unit employee is entitled to be restored to the position of employment held when the leave commenced, or to an equivalent position.
2. Fitness Findings
 - a. As a condition of restoration of a unit employee whose leave was due to the employee's own serious health condition, which made the unit employee unable to perform his/her job, the unit employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to work.
 - b. Failure to provide such certification will result in denial of restoration.

H. Applicable Forms

Unit employees must fill out the applicable forms in connection with leave under this policy.

Section 7.07 MATERNITY LEAVE

Maternity Leave shall be granted in accordance with Government Code Section 12945(b)(2), as amended. As currently written, state law requires the City to provide up to four (4) months leave of absence for pregnancies, childbirth or related medical conditions upon medical certification of a pregnant employee's inability to continue working (i.e., disability). Maternity leave as defined in this section is in addition to the leave requirements of the Family Medical leave policy as outlined in the following section.

Section 7.08 LEAVE OF ABSENCE WITHOUT PAY

A. Not a Break in Employment

1. Leave of absence without pay granted by the City Council shall not be construed as a break in employment, and rights accrued at the time the leave is granted shall be retained by the unit employee; however, vacation credit, sick leave credit, medical insurance contributions, and other fringe benefits shall not accrue to a person during a leave of absence without pay.
2. A unit employee reinstated after a leave of absence without pay shall receive the same step in the salary range the unit employee received when

the leave of absence without pay was granted.

B. Limitations

Time spent on such leave without pay shall not count toward service for increases within the salary range, and the unit employee's salary anniversary date shall be set forward one month for each thirty (30) consecutive calendar days taken.

C. Use of Accrued Leave

1. In accordance with the City's past practice, upon approval by the appointing authority of an unpaid leave of absence, a unit employee shall be allowed to utilize one day of sick time (if employee or immediate family member is sick) or vacation time in each month of unpaid absence and the City will cover the cost of medical and other benefits during that month, just as if the unit employee were in a full paid status during that month.
2. A unit employee shall be allowed to use sick leave only if a doctor's report of continuing disability is on file in the Human Resources Office.
3. This procedure shall be at the unit employee's option for the first four months of approved unpaid leave of absence and at the City's option thereafter.

ARTICLE 8. WORKERS' COMPENSATION

This section intentionally left blank and is not applicable to this employee unit.

ARTICLE 9. RETIREMENT

Section 9.01 CALPERS - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM INCLUDING PEPRA

The City provides retirement coverage through the Public Employees' Retirement System (PERS).

Section 9.02 EMPLOYEE PERS CONTRIBUTION

A. Retirement Benefit Structure

The City has a two-tier retirement benefit as follows:

1. Employees hired before January 1, 2013 and classic employees hired on or after January 1, 2013, as defined below, will continue to be eligible for the 3% at 50 Plan and single highest year final compensation.
2. PEPRA—The Public Employees' Pension Reform Act of 2012 ("PEPRA") became effective January 1, 2013. PEPRA adopts a compulsory formula

and mandatory contributions for certain employees that are defined as new members, as defined below.

B. "Classic" Members

As a result of PEPRA, retirement benefits will depend on an employee's status as a new member. Classic Members are defined as:

1. Employees hired before January 1, 2013.
2. Employees hired on or after January 1, 2013 who are not new employees as defined below.
3. Classic members will realize the 3%@ 50 retirement plan.

C. "New" Members

1. "New" members under PEPRA (Gov. Code section 7522.20(a)) are defined as:
 - a. An employee who becomes a member of CalPERS for the first time on or after January 1, 2013, and who either (a) was not a member of any other public retirement system prior to that date; or (b) was a member of a public retirement system other than CalPERS prior to that date, but is not eligible for reciprocity; or
 - b. An employee who was previously an active member in CalPERS through any employer other than the City and who, after a break in service of more than six months, returns to active member in CalPERS with the City.
2. The retirement benefit formula for new members is 2.7% per year at age 57 (2.7%@57). Final compensation for the purposes of calculating a new member's retirement allowance is equal to the new member's highest average PERS compensation for 36 consecutive months of employment.

D. Employer Paid Member Contributions ("EPMC")

1. The unit employee contribution for all classic employees is nine percent (9%) of base salary.
 - a. The City shall contribute this nine percent (9%) as the unit employee's contribution for deposit in the unit employee's PERS account.
 - b. Benefit formula as a "Classic" member is "3% at 50" formula as adopted by the City based on the nine percent (9%) employee contribution rate. (G.C. 21362.2)
2. New members are required to pay a portion of the cost of 2.7%@57 retirement formula. This mandatory member contribution is not a fixed amount. Rather it is determined in accordance with the formula

established by PEPRRA. The mandatory contribution will be equal to the greater of 50% of the total normal costs attributable to the 2.7%@57 benefit plan, as determined by CalPERS, or the current contribution rate of similarly situated employees.

E. Additional Retirement Benefits:

1. Fourth Level 1959 Survivors Benefit as adopted by the City. (G. C. 21574)
2. Fifty Percent (50%) Widow's\Widower's Continuance Benefit as adopted by the City. (G.C. 21624-21626)
3. Highest One Year compensation as the period for determining retirement benefits for classic employees. (G. C. 20042)
4. Conversion of Unused sick leave toward service credit. (G.C.20965)
5. Post Retirement Survivor's Benefit for continuation of benefits after remarriage. (G. C. 21635)
6. Four Percent (4%) Retirement Cost of Living Allowance Maximum. (G. C. 21335)
7. For classic employees the City of El Monte elects to pay nine percent of the normal unit employee contributions as employer paid member contributions (EPMC) and report same to PERS as compensation. (G.C. 20636 [C][4]).
8. Pre-Retirement Optional Settlement 2 Death Benefit. (G.C. 21548)
9. Military Service Credit as Public Service. (G.C. 20996)

ARTICLE 10. RETIREE BENEFITS

Section 10.01 MEDICAL BENEFITS – PERS MEDICAL PLANS

It is the intention of the City to provide basic medical benefits through the PERS' medical plans and Medicare to honorable retirees and their spouses for life and to eligible dependents.

A. Medical Benefits for Employees Who Retired on or before July 1, 2000

MEDICAL REIMBURSEMENT AFTER RETIREMENT

The City shall provide a medical reimbursement after retirement to honorable retirees and eligible dependents toward medical insurance premiums only as outlined below.

1. Eligibility
 - a. An honorable retiree, his/her spouse, and eligible dependents are eligible to participate in the City's retiree medical insurance plan with CalPERS only.
 - b. Retirees are not eligible for vision, dental, or any other benefits conferred by the City.

- c. Dependents may be added or removed directly with CalPERS pursuant to qualifying events.

2. Premiums

The Premium Payment shall be payable in the following form:

- a. EMPLOYER SHARE. The City will make the mandatory employer medical insurance contribution for honorable City retirees participating in the Public Employees Medical and Hospital Care Act (PEMHCA). The mandatory monthly rate is established by CalPERS annually, and is effective on January 1st of each calendar year.
- b. PARTICIPANT SHARE. Premiums for City-sponsored medical plans shall be deducted from the retiree's monthly PERS retirement check. Additionally, the following may apply:
 - i. Retiree may be responsible for authorizing these deductions at the time of retirement;
 - ii. Dependent coverage will also be deducted from retirement check; and
 - iii. Retirees may be required to furnish to the City proof of coverage and payment.

3. Reimbursement

- a. The City shall provide a reimbursement to the honorable retiree of the Participant Share of the monthly premium for the medical insurance plan actually paid by the honorable retiree up to the prevailing Los Angeles area Kaiser level of coverage rate in which the retiree and his/her dependents are actually enrolled.
- b. The retiree medical reimbursement benefit paid to retirees shall not exceed the actual premiums paid for medical coverage.
- c. The retiree medical reimbursement amount described above shall be reduced by the CalPERS-required employer portion of the premium if the retiree purchases insurance through the CalPERS plan.
- d. If a retiree enrolls in a more expensive plan than the Kaiser rate, he/she will be responsible for payment of any premium in excess of the amount referenced in Section 10.01(A)(3)(a).
- e. Those retirees, spouses and dependents who live outside the Los Angeles area CalPERS Kaiser shall receive reimbursement up to the CalPERS Kaiser rate for "Other Southern California Counties".
- f. The City will not reimburse honorable retirees for premiums paid to Social Security for Medicare premiums.

4. Level of Coverage Scenarios:
 - a. RETIREE ONLY: Retiree will receive a check for the difference between the 1-party premium for retiree's enrolled plan for up to prevailing 1-party Los Angeles area Kaiser rate and the CalPERS statutory minimum Employer Share.
 - b. RETIREE PLUS ONE DEPENDENT: Retiree will receive a check for the difference between the 2-party premium for retiree's enrolled plan for up to prevailing 2-party Los Angeles area Kaiser rate and the CalPERS statutory minimum Employer Share.
 - c. RETIREE PLUS TWO OR MORE DEPENDENTS: Retiree will receive a check for the difference between the 3+-party premium for retiree's enrolled plan for up to prevailing 3+-party Kaiser rate and the CalPERS statutory minimum Employer Share.

5. Medicare Eligibility
 - a. Upon reaching the age of Medicare eligibility, the honorable retiree and spouse must apply for Medicare, Parts A and B.
 - b. If the employee is eligible for Medicare, the honorable retiree must submit proof of payments to the City and the City shall pay the designated CalPERS Medicare supplement rate only not to exceed the Kaiser Supplemental rate per month.
 - c. If the employee is ineligible for Medicare Part A or Part B, the City shall provide a reimbursement to the honorable retiree of the Participant Share of the monthly premium for the medical insurance plan actually paid by the honorable retiree up to the prevailing Los Angeles area Kaiser level of coverage rate in which the retiree and his/her dependents are actually enrolled.
 - d. The practice in effect prior to July 1, 2000 will be maintained for unit employees who retired before July 1, 2000.

B. Medical Insurance Benefits for Employees Who Retired After July 1, 2000

The following medical insurance benefits are provided for unit employees who end employment after July 1, 2000.

1. Honorable Retiree Defined: For purposes of this section, an honorable retiree is defined as followed:
 - a. A unit employee who receives a nonindustrial disability retirement annuity from PERS and has a minimum of ten (10) years of continuous service as a regular employee of the City of El Monte; or

- b. A unit employee who receives a nonindustrial disability retirement annuity from PERS and has a minimum of ten (10) years of continuous service as a sworn police officer; or
 - c. A unit employee who receives an industrial disability retirement annuity from PERS; or
 - d. A unit employee who is at least age fifty (50), receives a service retirement annuity from PERS and has ten (10) years of continuous service as a regular employee of the City of El Monte; or
 - e. A unit employee, who is at least age fifty (50), receives a service retirement annuity from PERS and has ten (10) years of continuous service as a sworn police officer.
2. Eligibility - For purposes of this section, the spouse or dependent child of an honorable employee is defined as follows:
- a. The spouse or dependent child of a unit employee, who, after July 1, 2000, retires from active employment and has completed twenty five (25) years of continuous service as a regular employee of the City of El Monte; or
 - b. The spouse or dependent child of a unit employee, who, after July 1, 2000, retires from active employment and has completed twenty five (25) years of continuous service as a sworn police officer; or
 - c. The spouse or dependent child of a unit employee who after July 1, 2000 and before July 1, 2005 retires and receives an industrial disability pension annuity; or
 - d. The spouse or dependent child of a unit employee who retires after July 1, 2005, possesses less than ten (10) years of service with the City of El Monte, receives an industrial disability pension annuity and has a life pension from the Workers' Compensation Appeals Board; or
 - e. The spouse or dependent child of a unit employee who retires with ten (10) or more years of service with the City of El Monte and receives a disability pension annuity; or
 - f. The spouse or dependent child of a unit employee who retires after July 1, 2005, possesses less than ten (10) years of service with the City of El Monte, receives an industrial disability pension annuity and for whom the primary cause of the industrial disability was an officer-involved shooting, violent physical event, significant traffic collision or similar jarring physical or psychological incident.

3. Premiums

The Premium Payment shall be payable in the following form:


EMPOA / CITY

A. EMPLOYER SHARE. The City will make the mandatory employer medical insurance contribution for all City retirees, regardless if they meet the eligibility requirements outlined in 10.01(B)(1), participating in the Public Employees Medical and Hospital Care Act (PEMHCA). The mandatory monthly rate is established by CalPERS annually, and is effective on January 1st of each calendar year.

B. PARTICIPANT SHARE. Premiums for City-sponsored medical plans shall be deducted from the retiree's monthly PERS retirement check. Additionally, the following may apply:

- i. Retiree may be responsible for authorizing these deductions at the time of retirement;
- ii. Dependent coverage will also be deducted from retirement check; and
- iii. Retirees may be required to furnish to the City proof of coverage and payment.

4. Reimbursement

- a. The City shall provide a reimbursement to the honorable retiree of the Participant Share of the monthly premium for the medical insurance plan actually paid by the honorable retiree up to the prevailing Los Angeles area Kaiser level of coverage rate in which the retiree and his/her dependents are actually enrolled.
- b. The retiree medical reimbursement benefit paid to retirees shall not exceed the actual premiums paid for medical coverage.
- c. The retiree medical reimbursement amount described above shall be reduced by the CalPERS-required employer portion of the premium if the retiree purchases insurance through the CalPERS plan.
- d. If a retiree enrolls in a more expensive plan than the Kaiser rate, he/she will be responsible for payment of any premium in excess of the amount referenced in Section 10.01(B)(4)(a).
- e. Those retirees, spouses and dependents who live outside the Los Angeles area CalPERS Kaiser shall receive reimbursement up to the CalPERS Kaiser rate for "Other Southern California Counties".
- f. The City will not reimburse honorable retirees for premiums paid to Social Security for Medicare premiums.

5. Limitations: For the purpose of this subsection 10.01(B)(2)(d), above, the intention of the parties is to limit lifetime spouse and dependent child medical coverage for industrially disabled retirees with less than ten (10) years of City service to those whose disabling injury is serious or chronic and impairs major life activities as defined in the Americans with Disabilities Act (ADA) and is directly the result of a traumatic or jarring

- event arising from their duties and responsibilities as a sworn law enforcement officer.
6. Dependent Child - For purposes of this section a dependent child is defined as: The unmarried, natural or legally adopted child of a deceased or honorably retired unit member from birth to age 19 (or to age 23, if enrolled as a full-time student) or a disabled child regardless of age who is dependent upon the surviving spouse for total support.
 7. Active Employee Dies; Surviving Spouse and Dependent Children
 - a. If an active, regular unit member dies or if a unit member, who is receiving a disability retirement, dies the City will pay medical insurance costs at the prevailing Kaiser rate for the surviving spouse and dependent children.
 - b. If a unit employee retires with less than ten (10) years of continuous service as a City of El Monte employee with an industrial disability annuity but without a life pension as defined in subsection 10.01(B)(2)(d) above, the City shall only reimburse the surviving spouse or dependent children at the prevailing Kaiser one-party rate.
 8. If No Contract with PERS Exists - If for any reason the City no longer contracts with PERS for retiree medical benefits, the City will offer a comparable health plan to honorable retirees, their spouses and dependent children at employee group rates that do not decrease the level of coverage. In the event there is a dispute about which plan is comparable, the City and the Association will meet and confer on that subject.
 9. If Medical Plan is More Costly than Kaiser - If an eligible retiree or spouse selects a medical plan more costly than that offered by Kaiser, he/she will pay the difference between the new plan and the Kaiser plan.
 10. Basic Medical Benefit Structure
 - a. The basic benefit structure of the City's medical insurance plans shall not be reduced during the term of this agreement.
 - b. The City reserves the right to increase benefits if it so desires.
 - c. New benefit plan deductions may be made by the Association by providing advance written notice to the City to ensure there are no tax issues or unreasonable administrative constraints.

C. New Employees Hired on or After July 1, 2012

New full time employees hired on or after July 1, 2012, upon retirement, he/she will be eligible to purchase medical benefits at City rates and will receive a Retiree Medical Subsidy equal to the CalPERS required minimum contribution (PEMHCA). This will be for any new employee to the City of El Monte and does not apply to newly hired employees that were previously a permanent employee of the City, as those

employees who meet the eligibility requirements of an honorable retiree outlined in 10.01(B) shall receive those benefits. The rates will be the CalPERS rates. This is for a Regular Service Retirement and not an Industrial Disability Retirement. Industrial Disability Retirement benefits will not be altered in any way, as those receiving an Industrial Disability Retirement are entitled to the honorable retiree benefits outlined in 10.01(B) .

D. Retirement Payoff of Sick Leave

- 1. Upon retirement from City service, a unit employee shall have the choice to either:
 - a. Be paid for the accumulated sick leave up to fifty percent (50%) of the accumulated sick leave bank and have the remainder (up to 100%) converted to service credit in accordance with California Government Code section 20965.
 - b. For the up to 50% payout portion, the unit employee may elect to have a portion or all of the money paid into the unit employee’s individual City Deferred Compensation plan (457) in accordance with IRS guidelines.
 - i. Have 100% of his/her accumulated sick leave converted to service credit in accordance with California Government Code section 20965.
 - ii. Compensation shall be at the unit employees’ pay in effect upon retirement.

ARTICLE 11. HIRING & EMPLOYMENT

Section 11.01 PROBATIONARY PERIOD

This section intentionally left blank and is not applicable to this employee unit.

Section 11.02 PROMOTIONS, TRANSFERS & DEMOTIONS

A. Promotional Opportunities

- 1. Specifications for promotion are on file with the City of El Monte HR/RM Office.
- 2. Qualifications for promotion to Police Sergeant shall not be altered during the term of the MOU without the City offering to meet and consult with the Association first. Nothing shall prevent the City from implementing said changes after consulting with the Association.

Section 11.03 SALARY STEPS

A. Step Increases


EMPOA / CITY

1. Step 1: shall normally be the entry-level step for new unit employees.
2. Step 2: a unit employee should receive this step after the completion of six months of satisfactory service and receipt of "competent" performance rating in Step 1 in the same classification. This step should be considered as an incentive adjustment to encourage a unit employee to improve.
3. Step 3: should be considered the proper step for an ordinarily conscientious unit employee who has received a "competent" performance rating and has completed one (1) year of service at Step 2 in the same classification.
4. Step 4: should be considered the proper step for an ordinarily conscientious unit employee who has received a "competent" performance rating and has completed one (1) year of service in Step 3 in the same classification.
5. Step 5: should be considered the proper step for an ordinarily conscientious unit employee who has received a "competent" performance rating and has completed one (1) year of service in Step 4 in the same classification.

Section 11.04 PERFORMANCE EVALUATIONS

This section intentionally left blank and is not applicable to this employee unit.

Section 11.05 RECLASSIFICATION REQUESTS

This section intentionally left blank and is not applicable to this employee unit.

Section 11.06 PAY AND BENEFITS FOR LATERAL POLICE OFFICER

- A. Lateral Police Officer is defined as those applicants who possess the following minimum qualifications:
 1. Possession of a Basic or higher POST certificate.
 2. Current employment by a California Police Department for a minimum of one year, having successfully completed the probationary period with that department.
- B. The benefits of Lateral Police Officers shall be as follows:
 1. Salary – starting salary based on years of prior continuous law enforcement service with the California law enforcement agency.
 2. Sick Leave – all unused accumulated sick leave for which the officer is not compensated by the agency he/she is leaving, is transferable to the City of El Monte.
 3. Vacation – earned with the City of El Monte in accordance with the number of years of prior continuous law enforcement service with the California law enforcement agency.
 4. Promotions – prior total California law enforcement experience will be

considered for satisfying years in-grade requirement for promotional examinations after completion of probationary period.

5. Seniority, Overtime, Longevity Pay
 - a. Accumulated overtime is not transferable to the City of El Monte.
 - b. Prior law enforcement experience is not used in computing longevity pay or seniority benefits for shift or vacation selection.

Section 11.07 STAFFING

A. Purpose

1. The purpose of this section is to explain the minimum staffing policy and guidelines for all patrol shifts under the (7) seven team, 12 ½ hour work schedule.
2. Monthly 10-hours payback shifts and leave time policies are also addressed as they affect minimum staffing levels.

B. Minimum Staffing Levels

1. Dayshift – Six (6) sworn full time police officers, (1) one field supervisors and one (1) desk officer.
2. Swing shift:
 - a. Monday and Tuesday - two (2) sworn full time police officers and (1) one field supervisor
 - b. Wednesday, Thursday, Sunday –four (4) sworn full time police officers and (1) one field supervisor
 - c. Friday and Saturday –six (6) sworn full time police offices and (1) one field supervisor
3. Night shift – seven (7) sworn full time police officers and (1) field supervisor.

C. Condition of Minimums:

1. Officers assigned to special assignments are not to be considered as field officers for minimum staffing purposes.
2. Limited duty officers may not be counted as field officers.
3. Trainees are not to be included in staffing until they are released by the training officer for full service.
4. The field supervisor may also be the watch commander.
5. Each shift must meet minimum staffing levels. For example, an excess of officers on swing shift does not excuse night shift from providing seven (7) field officers. The field officer minimums are for each shift and are not a combined figure.

D. Staffing for Minimum

1. It is the responsibility of the shift lieutenant to plan for and staff patrol shifts in accordance with the minimum staffing levels. Lieutenants will make a reasonable effort to staff shifts at the minimum level as set forth in this agreement. The shift lieutenant may use discretion when increasing the staffing level on a given shift, taking into account the current activity level and other available resources. In the absence of the lieutenant, the sergeant will assume responsibility.
2. When possible, minimum staffing shall be accomplished and planned for in advance utilizing officers who have expressed interest in working their days off.
 - a. Officers will not be permitted or required to work back-to-back shifts under the minimum staffing program. A minimum of 8 hours between shifts is required.
 - b. Each patrol team will circulate an interest list for officers to indicate their desire to work specific days or hours. The interest list will be used in advance and in the last minute planning for minimum staffing.

E. Sick Leave Usage/Unplanned Conditions

1. Should sick time usage or other unplanned conditions cause shift staffing to fall below the minimum level, the lieutenant or sergeant shall call out off-duty patrol personnel in sufficient numbers to bring the shift staffing up to the minimum.
 - a. Call outs should be first made from the team interest list.
 - b. If no volunteers are available from the interest list, forced overtime must be utilized.
 - c. Forced overtime, in order to fill minimum staffing, will be by seniority, first from the team interest list, then next by straight patrol seniority. Non-patrol officers are generally not to be used for forced patrol overtime unless they are on the interest list for that shift.
 - d. Notwithstanding the absolute need to fill shift minimums, no officer will be required to work more than one forced patrol shift under this program in a 30-day period.
 - e. All sworn employees below the rank of lieutenant are eligible to sign-up for minimum staffing overtime. Sergeants may only be used as supervisors or desk officers.

F. 10-Hour Payback Schedule for 3/12 Shift (12 ½ Work Schedule)

1. The payback schedule shall indicate the name of each officer and their scheduled payback day. The payback is established during the sign-up phase of each six (6) month shift change.
2. Notations are to be made if the officers miss their scheduled payback day (i.e., sick, training, vacation, etc.).
3. Officers are not permitted to alter their payback day unless approved by the affected shift lieutenant.
4. Officers reporting for duty on their 10-hour payback day are to initial the master payback schedule located in the watch commander's office. It is important to insure that all team members have complied. The scheduling lieutenant will forward the completed monthly payback schedules to the field services captain.

G. Shift Assignment and Staffing Deployment

1. Shift assignments and staffing deployment is decided by the Chief of Police or designee in the best interests of the department and in compliance with the minimum staffing requirements outlined above. Probationary officers may be assigned to team positions.
2. Other officers may sign up by seniority for a four (4) month shift but at any time, the Police Management may require any and all employees to change shifts.

H. Patrol Leave Team Policy

1. A patrol team consists of a field supervisor, officers and corporal(s).
2. As a general rule, each patrol team may allow a maximum of two (2) officers off at a given time, (except sick or IOD).
3. All types of leave requests (except sick) must be approved in advance by the team supervisor. Requesting leave approval on the day the leave is being requested for is generally prohibited.
4. Vacation sign-up will be completed during the first month of each shift. Each team member may sign up for a vacation (at least one week long) in order of seniority. After the first month of each shift, leave requests are on a first come, first serve basis, subject to staffing requirements.
5. Seniority vacation selection is established by considering the total full time service with the City. The sergeant and lieutenant will coordinate time off according to rank/position. The above classifications are to coordinate their time off so that the minimum rank on duty is that of sergeant.

I. Detective Assignments

1. When a vacancy occurs within any of the twelve (12) Senior detective assignments in the detective division, it shall be offered to employees in order of seniority, with the most senior employee having the first option of selecting the assignment.

2. For purposes of this section only, seniority consists of time with the El Monte Police Department as a sworn, regular police unit employee.
3. Once assigned to a permanent detective assignment, a unit employee may be removed from that assignment only for disciplinary just cause, by virtue of promotion, retirement or voluntary relinquishment of the position.
4. Additional Permanent Detective Positions - In the event the department adds additional permanent detective positions, assignments to those positions shall be by seniority, as well.

J. Seniority Shift Bidding in Patrol

1. Seniority Defined - For purposes of this section only, seniority consists of time within the unit employee's current classification as a regular employee of the El Monte Police Department.
2. Most Senior – First Selected
3. Unit employees assigned to patrol shall bid shifts by seniority, with the most senior employees having the first selection.
4. Time in Higher Class - In the event a unit employee demotes to a lower classification, the time spent by the employee in the higher classification will count for purposes of determining seniority.

ARTICLE 12. DISCIPLINE, GRIEVANCE & LAYOFF POLICIES

Section 12.01 DISCIPLINE

A. Implied Resignation

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

B. Appeals for Discipline Cases

An employee who has been demoted, suspended without pay, received a disciplinary reduction in pay greater than the equivalent of a one full day suspension, or been involuntarily terminated, may file a written appeal within 20 days after the employee has been served with the final

notice of discipline ("notice"). For the purposes of this paragraph, service of the final notice of discipline shall be deemed effective on the date that the notice is placed in certified mail or personally delivered. The appeal shall be heard by a hearing officer mutually selected by the parties. In the event the parties cannot agree on a hearing officer, a strike list of seven names shall be obtained from the State Mediation and Conciliation Service and/or American Arbitration Association or other association of hearing officers with experience in police disciplinary cases. The first strike shall be by coin toss. The hearing shall be recorded by a court reporter. The cost of the hearing officer, any cost for the hearing location, and the cost of the court reporter (including transcript preparation) shall be equally borne by the City and the EMPOA. In cases of suspensions of one or two days, the length of the hearing shall be limited to one or two days respectively, with each side given one half of the allotted time to put on their case. The report of the hearing officer shall be issued within 30 days after the last day of hearing. Such report shall include findings of fact, a discussion of the evidence as it pertains to each allegation of misconduct or wrongdoing, and a determination of whether the penalty is appropriate under controlling law. The hearing officer's decision shall be final, except that either side may seek review of the hearing officer's determinations pursuant to the Code of Civil Procedure section 1094.5. If 1094.5 review is sought by either party, the hearing officer shall prepare the administrative record for review by the Superior Court.

Section 12.02

GRIEVANCE PROCEDURE

- A. A grievance is defined as any dispute concerning the interpretation or application of a specific provision of this agreement dealing with wages, hours, and other terms and conditions of employment, the Personnel Rules and Regulations, or departmental rules and regulations governing personnel practices or working conditions which adversely affect permanent unit employees covered by this MOU.
- B. An impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance.
- C. Responsibilities and Rights
 1. Limitations
 - a. Nothing in this grievance procedure shall be construed to apply to matters for which an administrative remedy is provided by

- the City Personnel Rules and Regulations or Municipal Code.
- b. Section 2.72.140 of the Municipal Code or the appeals process as provided for in Section 12.01(B) of this MOU shall apply in matters of demotion, dismissal, and reduction in pay.
2. No Loss to Process Grievance - No unit employee shall lose the right to process a grievance because of management-imposed limitations in scheduling meetings.
 3. Time Limits Extended By Mutual Agreement
 - a. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement.
 4. The unit employee and management may waive one or more levels of review from this grievance procedure again, by mutual agreement.

D. Informal Procedure

1. Review Grievances Informally With Supervisor - The unit employee has the responsibility to discuss the grievance informally and verbally with the appropriate supervisor.
2. The immediate supervisor will, upon request of a unit employee, discuss the grievance at a mutually satisfactory time.
3. The unit employee may be represented by an attorney or by a representative of the exclusive bargaining agent in the informal discussion with the appropriate supervisor in all formal levels of review.

E. Formal Procedure - The grievance procedure for permanent unit employees covered by this MOU shall be as follows:

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

five (5) calendar days following the meeting with the unit employee.

- f. Failure of the immediate management supervisor to respond within such time limit shall entitle the unit employee to process the grievance at the next step.

2. Step Two - Second Level of Review – Department Head

- a. If the grievance is not settled at Step One, the unit employee may serve written notice of the grievance on a form provided by management to the department head within fifteen (15) calendar days of receipt of the grievance response at Step One.
- b. Failure of the unit employee to serve such written notice shall constitute a waiver of the grievance.
- c. If such written notice is served, the department head shall meet with the unit employee and a written decision or statement of the facts and issues shall be rendered to the unit employee and that person's representative, if any, within fifteen (15) calendar days from the date of service.
- d. Failure of management to respond within such a time limit shall entitle the unit employee to process the grievance at the next level of review.

3. Step Three - Third Level of Review – City Manager

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

4. Step Four - Appeal Hearing – Hearing Officer

Discipline shall be heard by a Hearing Officer as outlined in City of El Monte Municipal Code Section 2.72.140(E4) (Appeal for Non-Safety Employees), as amended, or as outlined in the appeals process as provided for in Section 12.01(B) of this MOU.

Section 12.03 LAYOFF PROCEDURE

City shall provide a 3-month prior notice for any layoffs of unit members covered under the EMPOA MOU with City. A three-month period should allow those who may be laid off at least some reasonable, additional time to make preparations, under the very unfortunate economic circumstances, which affect all members of the City community.

ARTICLE 13. GENERAL PROVISIONS

Section 13.01 DIRECT DEPOSIT

A new unit member must sign up for direct deposit for all their payroll checks.

Section 13.02 PAY DAY

This section intentionally left blank and is not applicable to this employee unit.

Section 13.03 EMERGENCY WAIVER

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by the City, the non-economic provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergencies. After the emergency is over, the El Monte Police Officers' Association shall have the right to meet with the City regarding the impact on employees of this suspension of these provisions in this Memorandum of Understanding.

Section 13.04 SEVERABILITY PROVISION

Should any article, section, subsection, subdivision, sentence, clause, phrase or 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 of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the City and the Union agree to meet and confer in good faith to determine an alternative equivalent article, section, subsection, subdivision, sentence, clause, phrase or provision.

Section 13.05 PERSONNEL SYSTEM RULES/CITY POLICIES

The parties agree that all conditions of employment, as they pertain to unit employee covered by this MOU, subject to meet and confer provided by the Personnel System Rules, Ordinances, Resolutions, Departmental Rules and Regulations or Policy Statements in effect prior to the date of this MOU, unless specifically provided to the contrary in this MOU, shall remain in force and effect during the term of this MOU. Any

conflicts with the City's Personnel Systems Rules, Ordinances, Resolutions, Departmental Rules and Regulations or Policy Statements shall be considered to have been superseded by this MOU.

Section 13.06 FULL – WAIVER OF MEET AND CONFER

- A. This MOU contains all of the covenants, stipulations and provisions, agreed upon by the parties.
- B. Therefore, during the term of this agreement, except as provided herein, all other compensation and benefits not modified in this agreement shall remain in full force and effect.
- C. For the purposed of the MOU neither party shall be compelled to meet and confer with the other concerning any issues, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except as set forth in this MOU or by mutual agreement of the parties.
- D. Each party acknowledges that it had full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU except as specifically as set forth in this MOU.

ARTICLE 14. RATIFICATION AND IMPLEMENTATION

Section 14.01 ACKNOWLEDGEMENT

The City and the El Monte Police Officers' Association acknowledge that this Memorandum of Understanding shall not be in force and effect until ratified by simple majority vote of unit employees who are in classifications represented by the El Monte Police Officers' Association set forth in this agreement and adopted by the City Council of the City of El Monte.

Section 14.02 MUTUAL RECOMMENDATION – APPROVAL OF THE MOU

This agreement constitutes a mutual recommendation of this new MOU by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted and implemented accepting its provisions and effecting the changes enumerated herein relating to wages, hours, benefits and other terms and conditions of employment for unit employees represented by the El Monte Police Officers' Association.


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Section 14.03 RATIFICATION

Subject to the foregoing, this Memorandum of Understanding is hereby ratified and agreed to be recommended for approval by the authorized representatives of the City of El Monte and the El Monte Police Officers' Association, entered into this 15th day of December 2015.

Section 14.04 EXECUTION OF THE NEW AGREEMENT

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

In witness whereof, the parties hereto have cause this agreement to be executed this 15th day of December 2015.

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|---|---|
| <i>El Monte Police Officers' Association</i> | <i>City of El Monte, California</i> |
|  |  |
| Art Saenz, EMPOA President | Jesus M. Gomez, City Manager |