

MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF EL MONTE, CALIFORNIA
And the
MID-MANAGEMENT ASSOCIATION



JULY 1, 2007— June 30, 2009

Approved and Adopted by
The City Council of the City of El Monte

This Memorandum of Understanding is available on the City website:
www.elmonteca.gov

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ARTICLE ONE - EMPLOYEE AND EMPLOYER RIGHTS

Section 1. Recognition

A. Mid-Management Association - Exclusive Representative – General Mid-Management Employees Unit

1. The El Monte Mid-Management Association has been certified by the City Council as the majority representative of employees in the General Mid-Management Employees Unit (hereinafter referred to as "Unit").
2. Accordingly, the City recognizes the El Monte Mid-Management Association, (hereinafter referred to as "Association") as the exclusive representative of the employees in said Unit for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., and the Employment Relations Resolution when City rules, regulations or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

B. Unit Employee

1. The terms "unit employee" or "unit employees" as used herein, shall refer only to the employees in the general mid-management service classifications listed in Appendix "A."
2. All such unit employees shall be considered Mid-Management.

C. Confidential Employees – Employee Relations

1. In accordance with G. C. Section 3507.5, many California public agencies designate certain key employees as confidential.
2. The confidential employees are generally those who have access to confidential or privileged information dealing with labor relations.

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3. Therefore, those employees are not permitted to represent other employees of the agency in labor matters – negotiations or discipline hearings, for example – in order to avoid an obvious conflict of interest, the appearance of bad faith and the willful or inadvertent release of information that could seriously impair the labor-management relationships within the agency.
4. Therefore, incumbent unit employees of classifications designated as confidential by the City Manager after meeting and conferring with the Association are prohibited from representing any employee organization on any matter within the scope of representation.
5. A confidential employee may be permitted to participate in certain labor relation functions if so approved in advance by the City Manager.

Section 2. Nondiscrimination

A. Non-Discrimination in Treatment of Unit Employees

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

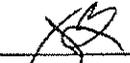
B. Rights of Employees

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

Section 3. Association Dues/Fees

A. Membership

1. Each regular unit employee in the bargaining unit may choose to become a member of the Association and shall pay the Association a service fee in amount not to exceed the regular dues rate.

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2. Such amounts shall be determined by the Association and implemented by the City in the first payroll that starts after the City receives thirty (30) days notice from the Association.
3. The service fee shall be deducted automatically from the paychecks of those unit employees who choose not to join the Association.
4. The Association agrees to indemnify and hold harmless the City for any loss or damage from the operation of this provision.

B. Religious Objections

1. Any unit employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Association.
2. Such unit employees shall, in lieu of the periodic agency fee funds, direct the City to submit such funds to a non-religious, non-labor charitable fund exempt from taxation under the Internal Revenue Code.
3. Such payments shall be made by payroll deduction as condition of continued exemption from the requirements of financial support to the Association and as a condition of employment.

C. Payroll Deductions

1. During the term of this MOU, and upon compliance with such rules and regulations pertaining thereto as the Human Resources Division or Finance Division of the Administrative Services Department may establish, Association dues and such other deductions as may be lawfully permitted and agreed to by the City and the Association, shall be deducted twice each month from the salary of each unit employee in the Association who files with the Finance Division, a written authorization that such deductions be made.
2. Remittance to the Association of the aggregate amount of such deductions will be made by the City within fifteen (15) working days after the end of the month in which said deductions were effected.

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3. Notwithstanding any provisions to the contrary, during the terms of this MOU, payroll deductions requested by unit employees for the purpose of becoming employees of and/or to obtain benefits offered by any bargaining organization other than the Association, will not be accepted by the City.
4. For the purpose of this provision, bargaining organization means any organization of unit employees whose responsibility or goal is to represent unit employees in the City's meet-and-confer process.

D. Indemnification

The El Monte Mid-Management Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders of judgment throughout or issued against the City as a result of any action taken or not taken by the City under the provision of this Section.

Section 4 - Unit Information

A. Access to Information

1. The City agrees to provide the Association with information relevant to the Association's representation of the General Mid-Management Association bargaining unit.
2. The Association shall submit any request for information in writing to the City's Human Resources Officer.

Section 5. Use of City Facilities and Equipment

1. The City agrees to permit the reasonable and limited use of City facilities and equipment, including telephones, personal computers and other information technology devices by the Association for the conducting of official Association business and will not interfere with the conduct of City business. Such use must be consistent with current City policies, procedures and practices, including but not limited to the City's Information Technology policy.
2. The use of City facilities must be scheduled in advance by contacting the appropriate department head or his or her designee.

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Section 6. Composition of Association Bargaining Team

A. Limitation

During negotiations for successor Memoranda of Understanding the Association bargaining team should be comprised of not more than five (5) unit employees, and no more than one unit employee from each division of a department (unless the unit employee is supervisor of more than one division), are released by the City to participate in negotiations.

B. Additional Unit Employees

Additional unit employees may be authorized to participate with the Association bargaining team by mutual agreement of both parties.

Section 7. Management Rights And Responsibilities

A. Introduction

The City reserves, retains and is vested with, solely and exclusively, all rights that have not been expressly abridged by specific provision of this MOU or by law to manage the City for the citizens of El Monte, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of the City shall include, but not be limited to, the following rights:

1. To manage the City generally and to determine policies, procedures, and the right to manage the affairs of the City;
2. To determine the existence or nonexistence of facts, which are the bases of the Management decision;
3. To determine the necessity, organization, and implementation of any service or activity conducted by the City or other governmental jurisdictions, and expand or diminish services;
4. To determine the nature, manner, means, extent, type, quantity, quality and technology, standards, level and extent of services to be provided to the public;
5. To determine methods of financing;

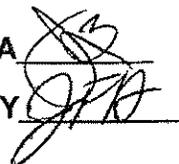
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6. To determine quality, quantity and types of equipment or technology to be used;
7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, organizational structure, size and composition of the work force and allocate and assign work by which the City operations and services are to be conducted;
8. To plan, determine and manage City budget which includes changes in the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including the right to contract for or subcontract any work or operation of the City;
9. To assign work to and schedule unit employees in accordance with requirements as determined by the City and to establish and change work hours, schedules and assignments;
10. To lay off unit employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive or not cost effective as determined by the City;
11. To establish and modify productivity and performance programs and standards;
12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reduce, reprimand, withhold salary increases and benefits, or otherwise discipline unit employees for cause;
13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reallocate and reclassify unit employees;
14. To hire, transfer, promote, reduce in rank, demote, reallocate, and terminate unit employees and take other personnel action for nondisciplinary reasons in accordance with the MOU and applicable resolutions and Codes of the City;
15. To determine policies, procedures and standards for selection, training and promotion of unit employees;

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16. To establish unit employee performance standards, including quality and quantity standards, and to require compliance therewith;
17. To maintain order and efficiency in its facilities and operations;
18. To establish and promulgate and/or modify rules and regulations, policies and procedures related to productivity, efficiency, conduct, safety, health and order in the City and to require compliance therewith;
19. To restrict the activity of an employee organization on City property and on City time except as set forth in the Employment Relations Resolution;
20. To take any and all necessary steps and actions to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or other time deemed necessary by the City not specified above.

B. Impact on Management Rights

The City agrees to meet and confer with the Association, except in cases of emergencies defined in the MOU, over the exercise of a Management right which has impact upon the wages, hours and terms and conditions of employment of unit employees, unless remedies for the impact consequences of the exercise of a Management right upon unit employees are provided for in this MOU, the Personnel Rules and Regulations, or City ordinances.

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ARTICLE TWO

ARTICLE TWO - SALARIES AND COMPENSATION

Section 1. Salary Ranges

The position classifications in Appendix "A" are established as regular General Mid-Management unit classifications at the indicated range and salary.

Section 2. Salary Adjustments

A. Salary Adjustment – July 1, 2007 – June 30, 2008

Effective July 1, 2007 all classifications in the Unit shall receive a three and one half percent (3.5%) salary adjustments above the classification's current assigned salary range which was in effect in the salary matrix on June 30, 2007.

B. Salary Adjustment – July 1, 2008 – June 30, 2009

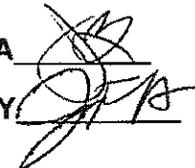
Effective July 1, 2008 all classifications in the Unit shall receive a three and one half percent (3.5%) salary adjustment above the classification's current assigned range which was in effect in the salary matrix on June 30, 2008.

C. Economic Parity Adjustment

If during the term of this Memorandum of Understanding, the El Monte Police Officers Association, the El Monte Police Mid-Manager's Association, or the El Monte Chapter of Service Employees International Union, Local 721 representing the city's regular full-time employees, suspends, delays, or accepts any salary reductions due to the city's economic situation, then the El Monte General Mid-Manager's Association agrees to accept the same salary reduction.

Section 3. Direct Deposit

In order to reduce administrative costs, the City and the Association strongly encourage all unit employees to use direct deposit on their paychecks.

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Section 4. Salary Steps

Step 1-

- a. Shall be the entry-level step for new unit employees in all classifications unless otherwise another step is approved by the City Manager.
- b. Unit employee must serve at least six (6) months in Step 1 to be eligible to pass probation and advance to Step 2 unless approved by the City Manager.

Step 2-

- a. A unit employee should receive this step after the completion of six (6) months of satisfactory service in Step 1 in the same classification.
- b. Step 2 should be considered as an incentive to encourage a unit employee to continue to improve in their job performance.

Step 3- Should be considered the proper step for a competent unit employee who has completed one (1) year of service in Step 2 in the same classification.

Step 4- Should be considered the proper step for a competent unit employee who has completed one (1) year of service in Step 3 in the same classification.

Step 5- Should be considered the proper step for a competent unit employee who has completed one (1) year of service in Step 4 in the same classification.

Section 5. Probationary Period

A. Length of Probationary Period

All new unit employees except, transfers, demotions and promotions shall serve a probationary period of twelve (12) full calendar months.

B. "At Will" Status

During the probationary period, all new unit employees serves as an "at will" status and may be dismissed with or without cause and with or without notice.

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C. Transfers, Demotions and Promotions

1. For transfers, demotions and promotions, unit employees will serve a six (6) month probationary period.
2. As set forth in the City's Personnel System Rules Section 2.72.90 D, any employee rejected during the probationary period following a promotional appointment, by reason of failure to satisfactorily complete the probationary period shall be reinstated to the position from which the employee was promoted unless there is a basis for dismissing the employee for cause as provided therein.

Section 6. Pay Day

Unit employees will receive their paychecks on the fifth (5th) and twentieth (20th) of each month, except if the 5th or 20th falls on a Friday, Saturday or Sunday or on a Monday City-recognized holiday, the paycheck will be received on the preceding Thursday.

Section 7. Longevity Pay

A. Purpose

The longevity pay program is based upon all service time worked by the unit employee in regular employment with the City of El Monte.

B. Length of Service/Compensation

Eligible unit employee shall receive extra compensation above their base salary as follows:

YEARS/MONTHS OF SERVICE	EMPLOYEE HIRE DATES	
	On or Before 01/01/95	After 01/01/95
After five (5) years (60 months)	Two percent (2%)	\$ 75 per month
After ten (10) years (120 months)	Four percent (4%)	\$ 100 per month

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YEARS/MONTHS OF SERVICE	EMPLOYEE HIRE DATES	
	On or Before 01/01/95	After 01/01/95
After fifteen (15) years (180 months)	Five percent (5%)	\$ 125 per month
After twenty (20) years (240 months)	Six percent (6%)	\$ 150 per month

C. Second Tier – Additional Longevity Pay

Effective February 1, 2007, the City implemented a second tier of longevity pay (in addition to the longevity pay referred to in the preceding paragraph) as follows:

1. EMPLOYEES HIRED PRIOR TO JULY 1, 2000

- a. All unit employees hired prior to July 1, 2000, as regular employees of the City received an additional six percent (6%) above their base pay to be paid as longevity pay.
- b. The additional six percent (6%) longevity pay was the direct transfer of the former six percent (6%) paid by the City in the form of employer paid deferred compensation.

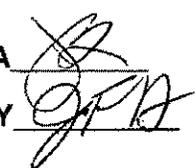
2. EMPLOYEES HIRED ON OR AFTER JULY 1, 2000 – MORE THAN 5 YEARS/LESS THAN 10 YEARS SERVICE

All unit employees hired on or after July 1, 2000, who have more than five (5) years service (but less than ten [10] years service) as regular employees of the City shall receive an additional three percent (3%) above their base pay which will be paid as longevity.

3. EMPLOYEES WITH MORE THAN TEN (10) YEARS OF SERVICE

All unit employees who have more than ten (10) years of service as regular employees of the City an additional six percent (6%) above their base pay will be paid as longevity pay.

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Section 8. Employer Paid Deferred Compensation (Non-PERSable)

A. Requirement for City Contribution

1. All unit employees must join the Deferred Compensation Plan offered by the City's 401(a) plan.
2. Effective February 1, 2007, the City's contribution to said deferred compensation plan shall be a total of two percent (2%) of each unit employee's base salary, which includes longevity pay.

B. Limitations

1. The amounts contributed to the Plan are subject to the statutory limits outlined in the Codes of the United States Internal Revenue Service.
2. All unit employees may still participate in other City deferred compensation plans in addition to the Plan.

Section 9. Acting Pay

A. Eligibility

Each unit employee who, by written assignment of his/her supervisor approved by the Department Head and submitted on a Personnel Action Form, performs the duties of a position with a higher salary classification than that in which he/she is regularly employed, shall receive the compensation specified for the position to which he/she is thus assigned if he/she performs the duties thereof for a period of thirty (30) or more consecutive calendar days.

B. Compensation

1. The Acting Pay increased compensation shall be at such a salary step within the higher classification as will accord such unit employee an increase of at least five percent (5%) over his/her current regular compensation.

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2. Acting pay shall begin on the thirtieth (30th) consecutive calendar day of work in the acting classification and shall be retroactive to the first day of the acting assignment.

C. Limitations

1. In no event shall an eligible unit employee receive more than a fifteen percent (15%) increase over the unit employee's current regular compensation during an acting assignment.
2. No unit employee acting in an exempt mid-management position shall receive overtime for hours worked in an exempt mid-management position.

Section 10. Reclassification Requests

A. Procedure – Written Report

1. If a unit employee feels that the duties and responsibilities of the assigned position have significantly changed and are no longer commensurate with the classification and salary of the position, that person may submit a written request with appropriate documentation to the appropriate supervisor.
2. The supervisor must consider the request and make a written decision in response within thirty (30) calendar days of the receipt of the original request.
3. If the supervisor fails to respond on a timely basis or if the unit employee disagrees with the decision of the supervisor, the request may be forwarded by the unit employee to the appropriate department head within thirty-seven (37) calendar days of the original request.

B. Review and Response to Reclassification Request

1. The department head must consider the request and make a written decision in response to the request within sixty-seven (67) calendar days of the original request.

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2. During that period the department head will seek recommendations from the Human Resources Division via the Deputy City Manager for Administration concerning the appropriateness of the reclassification request.
3. If the department head fails to respond on a timely basis or if the unit employee disagrees with the decision of the department head, the request may be forwarded by the unit employee to the City Manager within seventy-four (74) calendar days of the original request.

C. City Manager – Review and Response

1. The City Manager or that person's designee must consider the request and make a written decision in response to the request within one hundred and four (104) calendar days of the original request.
2. If the reclassification request is approved at any step in the above process, retroactive pay shall be granted back to the date of the original request.
3. If the employee fails to progress the reclassification request at any level within the prescribed time frame, the unit employee will have waived the right to pursue the request.

D. Time Limits

Time limits to any step may be altered by mutual agreement between the City and the unit employee.

ARTICLE THREE - WORK SCHEDULES AND OVERTIME

Section 1. Work Schedules

A. 4/10 Work Schedule

1. Effective November 2, 1992, Unit employees were approved and assigned working a "4/10" work schedule.
2. Normal hours of work will be each Monday through Thursday or as otherwise determined by the City Manager or Department Head at their discretion.

B. Impact if 4/10 is Rescinded

If the "4/10" work schedule is rescinded by the City and replaced with a "9/80" or "5/40" work schedule, the Day after Thanksgiving holiday and the employee birthday holiday will be reinstated.

C. Holidays and Personal Leave Counted as 10 Hours

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

Section 2. Overtime Not Applicable

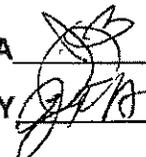
A. Exempt Employees

All unit employees as defined herein are exempt employees and the Fair Labor Standards Act shall not be applicable to them.

B. Exception – Disaster Overtime

1. The City agrees that unit employee will be paid an overtime rate equal to time and one half (1 ½) above their hourly rate for any work or travel time beyond their normal work shift in the event that a disaster is formally declared by the federal government for the City of El Monte and the City Manager of the City of El Monte (or his/her designee) requires unit employees' services to assist in the disaster.

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2. Likewise, if assigned by the City Manager or his/her designee, unit employees will be paid the same overtime rate for any work or travel time beyond a normal shift if they are sent to other jurisdictions within California as part of any intrastate mutual aid situation during a disaster formally declared by the federal government.

C. Employees Promoted From Positions Eligible for Overtime

1. At the time that any employee is promoted from a position eligible for overtime to an exempt position, the City shall promptly pay to the unit employee all accrued compensatory time off.
2. Payment will be made at the overtime rate of the position from which promoted.

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ARTICLE FOUR - FRINGE BENEFITS

Section 1. Monthly Benefit Allotment

A. Health Insurance – Active Employees

1. The City shall continue to contribute the PERS Los Angeles County three party family Kaiser rate towards the cost of the monthly medical insurance for each unit employee and their enrolled dependents.
2. Unit employees who live in areas defined by PERS Kaiser as “Other Southern California Counties” and who enroll in a “family plan” level of coverage shall be reimbursed up to the PERS “Other Southern California Counties” Kaiser family plan rate.

B. Unused Portion of Benefit Allotment

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

Section 2. Health Insurance – Retirees and Dependents

A. Benefit Level

1. The City shall grant the PERS Los Angeles County Kaiser single party rate per month per retiree towards the cost of one-party medical insurance.
2. The only exception is those retirees who live in areas defined by PERS as “Other Southern California Counties”.
3. Those retirees are eligible to be reimbursed up to the PERS Kaiser “Other Southern California County” one-party rate.

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4. This benefit applies only to those individuals who retire at a minimum age of 55 with 15 years of City of El Monte service and will continue until death or voluntary cancellation of the policy.
5. This benefit shall be limited to the Kaiser Medicare supplement rate whenever a retiree is eligible for Medicare Part "A" at no cost to the retiree. If they are ineligible for Medicare Part "A" at no cost to the retiree, the City will pay such coverage upon proof up to the prevailing PERS Kaiser single party premium for Los Angeles County.
6. The City further agrees to continue paying up to a maximum of \$150 per month to age 65 to specific retirees who were covered under the previous agreement.
7. If, for any reason, the City no longer contracts with PERS for retiree medical benefits, the City will offer a comparable health plan that does not decrease the level of coverage.
8. In the event there is a dispute about which plan is comparable, the City and the Association will meet and confer on that subject.

Section 3. Basic Medical Benefit Structure

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

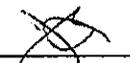
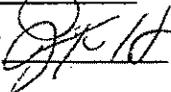
Section 4. Long-Term Care Plan

A. Employee Contribution

Each unit member shall contribute up to twenty dollars (\$20) monthly to the Mid-Managers' Association Retirement Health Fund and the City shall enroll and pay the premium for each unit member in the PERS Long Term Care Plan through June 30, 2009.

B. Limitations

1. Unit members not enrolled in the Long Term Care Plan will make no such contribution.

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2. The City shall not be responsible for premiums for long term care benefits to unit members who have left the City's employment.

Section 5. Dental Insurance

A. City Contribution

The City shall pay up to the monthly family premium for Ameritas dental insurance coverage for unit employees and their eligible dependents

B. Proof of Other Dental Insurance Coverage

If the unit employee can provide to the Human Resources Officer proof of dental insurance elsewhere (such as a spouse), then the unit employee may drop the City dental insurance plan and receive up to thirty five dollars (\$35) each month in taxable cash.

Section 6. Vision Insurance

A. City Contribution

1. The City shall pay the monthly family premium rate for Vision Service Plan (VSP) vision insurance for unit employee and their eligible dependents.
2. If the unit employee does not use the full City premium (employee and his/her dependents) for vision benefit coverage, the remainder premium amount will not be paid to the unit employee.

Section 7. Life Insurance

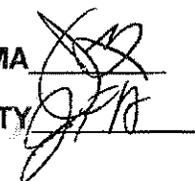
A. Eligibility

All unit employees are eligible to participate in the Group Term Life Insurance Plan for the City of El Monte.

B. Employee's Premiums

All premiums for the Group Life Insurance plan shall be paid in full by each participating unit employee.

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Section 8. Long Term Disability Insurance

The City shall pay the monthly premium for current employees Standard Long Term disability insurance.

Section 9. IRS Section 125c Benefits

A. Requirements

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 Manager appointed by the City.

B. Eligible Deductions

If such out-of-pocket expenses meet the requirements of the IRS Code, these expenses shall be deducted from the unit employee's gross pay as reported to the IRS thereby lowering the unit employee's total tax liability during the year.

Section 10. Retirement

A. Public Employees' Retirement System (PERS)

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

B. Employee Retirement Contribution

1. The unit employee PERS Contribution Rate, which is governed by state legislation, is seven percent (7%) of base salary.
2. The City will contribute seven percent (7%) towards the unit employee's PERS contribution rate.

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C. Additional Retirement Benefits

1. 3% at 55 Formula
 - a. "2% at 55" formula furnished by the Public Employees' Retirement System (PERS) as adopted by the City and the "1% at 55" formula furnished by the Public Agency Retirement System (PARS) as adopted by the City.
 - b. The PARS benefit is for City of El Monte service only. In order to be eligible for the PARS benefit, the employee must have at least five (5) years service as a regular employee of the City of El Monte and retire immediately thereafter.
 - c. Moreover, in no case will the combined benefit from PERS and PARS exceed 100% of the unit employee's single highest year's pay (as determined by PERS), for those unit employees hired after July 1, 2003.
 - d. Effective June 30, 2018, no unit employee who retires after that date may receive more than 100% of his or her single highest year salary combined from PERS and PARS.
2. Fourth Level of 1959 Survivors Benefit as adopted by the City.
3. Fifty percent (50%) Widows/Widowers Continuance Benefit as adopted by the City.
4. Highest One Year compensation as the period for determining retirement benefits.
5. Conversion of Unused and Uncompensated Sick Leave towards service credit (effective July 1, 1989).
6. Post Retirement Survivor's Benefit for continuation of benefits after remarriage (effective July 1, 1989).
7. Annual Cost-of-Living Allowance Increase Maximum Raised from three percent (3%) to five percent (5%). (G.C. 21230)

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8. For unit employees the City of El Monte elects to pay seven percent (7%) of the normal unit employee contributions as employer paid employee contributions (EPMC) and report same to PERS as compensation (G.C. 20023 [C][4]).
9. Pre-Retirement Optional Settlement 2 Death Benefit - The spouse of a deceased employee, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit. The benefit is a monthly allowance equal to the amount the employee would have received if he/she had retired for service on the date of death and elected Optional Settlement 2, the highest monthly allowance a employee can leave a spouse. (G.C. 21365.6)
10. Military Service Credit as Public Service (G.C. 20894.3)
11. Two years' additional service credit. The City may amend its contract with PERS to provide two (2) years' additional service credit to employees who retire during a designated period because of impending mandatory transfers, layoffs, or demotions, pursuant to the terms of the G.C. Section 20903. While the City shall exercise its best efforts in obtaining the benefits of Section 20903, the final approval must be provided by PERS.
12. The City may offer participation in the Retirement Transition Plan (RTP), an example copy of the Plan is set forth in Appendix "B".

D. Reopener – Discussion on PERS/PARS Retirement Options

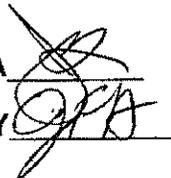
The City agrees to meet and confer with the General Mid-Management Association to discuss the subject of PERS/PARS retirement options during the period of July 1, 2007 – June 30, 2009.

Section 11. Mileage Reimbursement

A. Eligibility

1. Unit employees who are requested or assigned to use private vehicles in the conduct of City business shall be compensated for miles actually traveled in the conduct of City business.

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2. The mileage reimbursement rate is determined by the Internal Revenue Service and the City shall adopt that reimbursement rate.

B. Mileage Expense Claims

All claims for reimbursement of such mileage expense shall be presented in writing no later than fifteen (15) days after the close of the calendar month in which the charges are incurred and shall be subject to the approval of the City Manager or that person's designee.

Section 12 – Auto Allowances/Non PERSable

A. Classifications Eligible for Auto Allowance

In addition to base salary, the following classifications shall be paid a flat monthly sum (that may not be counted towards retirement credit) for the use of his/her respective private automobile in the conduct of City business in lieu of mileage reimbursement:

POSITION	MONTHLY AUTOMOBILE ALLOWANCE
Asst Community Development Director	\$400
Asst. Director Parks, Recreation & Transportation	\$200
Chief Building Official	\$400
City Engineer	\$200
Housing Manager	\$200
Information Technology Manager	\$200
Planning Services Manager	\$200
Program Specialist II	\$200

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POSITION	MONTHLY AUTOMOBILE ALLOWANCE
Redevelopment Director/Deputy Director	\$200
Transportation Services Manager	\$200
Recreation Services Manager	\$200
Recreation Supervisor – Aquatics	\$200
Assistant Finance Director	\$200
Administrative Services Officer	\$400
Community & Senior Services Manager	\$200

B. Justification for Additional Classifications – Auto Allowance

1. To provide new auto allowances for any unit classification, including the Human Resources Analyst, Redevelopment Manager and Neighborhood Services Manager, specific justification is needed. Incumbents in these classes need to submit mileage reimbursement records covering the previous six months.
2. The City will then meet and confer with the Association to determine if there is sufficient justification based on the mileage reimbursement records to grant auto allowance for the proposed classifications.

Section 13. Educational Reimbursement

1. Effective July 1, 2008, the City agrees to provide a professional mid-management development education reimbursement program for job-related college courses not to exceed up to \$1000 per unit employee per fiscal year and the total educational reimbursement for each fiscal year shall not exceed \$20,000 for the General Mid-Management Unit.

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2. These General Mid-Management Educational Reimbursement funds shall be assigned to and disbursed from the Human Resources Division budget.
3. Procedures for the disbursement of the General Mid-Management Tuition Reimbursement funds shall be developed by the Human Resources Manager and approved by the City Manager.

Section 14. Professional Seminars/Conferences

Each unit employee shall be allowed to attend professional seminars and/or conference as approved and budgeted by the Department Head and City Manager.

Section 15. New Benefits

If, during the term of this agreement, the City grants other benefits to unit employees of any other authorized bargaining units, the City will review such benefits in good faith and consider granting similar benefits to unit employees of the Mid-Managers' Association.

Section 16. New Benefit Plan Payroll Deductions

New benefit plan payroll deductions may only be initiated by the Association after meeting and conferring with the City due to potential tax issues and administrative constraints.

ARTICLE FIVE – LEAVE POLICIES

Section 1. Holidays

A. Official Paid Holidays for Unit Employees

The official paid City recognized holidays granted to unit employees is as follows:

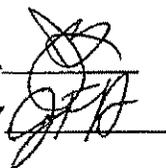
1. New Year's Day (January 1)
2. Martin Luther King, Jr. Birthday (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (4th Monday in May)
5. Independence Day (4th of July)
6. Labor Day (1st Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (4th Thursday in November)
9. ½ day (5 hours) Christmas Eve (December 24th)
10. Christmas Day (December 25th)
11. ½ day (5 hours) New Year's Eve (December 31)
12. Floating Holiday (10 hours)

B. Annual Holiday Bank – Maximum of 110 per year

Beginning in January 2000 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 and ten (110) hours per year beginning each calendar year.

C. Cash Out of Remaining Holiday Hours

1. On or about January 20 of each calendar year thereafter, each unit employee shall receive a cash payment for all remaining time in the holiday bank at straight time on the base hourly rate.
2. There shall be no carryover of banked holiday hours from one calendar year to another.

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D. Terminating Employees

1. Employees who leave City employment shall be paid a pro-rata amount of unused holiday pay.
2. The terminating unit employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1 and the date of the employee's termination.
3. For example if a unit 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 fifty (50) hours of holiday pay for New Year's Day, Martin Luther King, Jr's. Birthday, Presidents' Day, Memorial Day and the floating holiday.
4. If, however, the terminating unit 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.

E. Use of Holiday Time

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

F. Holidays on a Sunday

Holidays falling on Sunday will be observed on the following Monday.

G. Municipal Buildings

All municipal buildings will be open a minimum of thirty (30) hours each week, unless Christmas Eve or New Year's Eve falls on Monday, Tuesday or Wednesday.

H. Ordered to Work Holidays

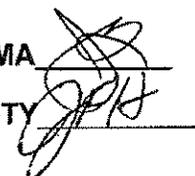
1. Any unit employee who is ordered to work on a holiday or assigned to a classification that regularly works on a holiday described in this Article shall be compensated for any and all such hours actually worked at the rate of 0.5 times the employee's base salary rate.
2. For example, if an employee works ten (10) hours, he or she will be paid a total of fifteen (15) hours for the day -- ten (10) hours of regular pay and an additional five (5) hours of additional regular pay.
3. The additional pay referred to in this paragraph must be paid in salary and not in compensatory time.
4. For the purpose of this paragraph, the phrase "regularly works" means work that recurs at fixed and uniform intervals.
5. Unit employees will receive this extra increment if they work on the holiday itself, not on the day the holiday is observed by the City.

Section 2. Vacations

A. Vacation Time Earned

Vacation shall be granted on the following basis:

YEARS EMPLOYED/MONTHS	VACATION EARNED PER WORK HOUR	ANNUAL MAXIMUM EARNINGS
0-2 yrs (0 – 24 months)	2.31 minutes	80 hours
2-9 yrs (25 – 108 months)	3.46 minutes	120 hours
10 yrs (109 – 120 months)	3.69 minutes	128 hours

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YEARS EMPLOYED/MONTHS	VACATION EARNED PER WORK HOUR	ANNUAL MAXIMUM EARNINGS
11 yrs (121 – 132 months)	3.92 minutes	136 hours
12 yrs (133 – 144 months)	4.15 minutes	144 hours
13 yrs (145 – 156 months)	4.38 minutes	152 hours
14 yrs (157 months & thereafter)	4.62 minutes	160 hours

B. Vacation Time Taken in Increments

Unit employees may take vacation time off in as little as fifteen (15) minute increments.

C. Probationary Employees

Probationary unit employees are not restricted in their use of accrued vacation time, so long as such vacation time is approved by his or her supervisor or department head.

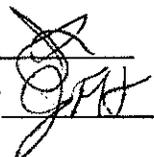
Section 3. Sick Leave

A. Sick Leave Accrual Rate

Effective October 1, 2003, sick leave shall be accumulated at the rate of ten (10) hours each calendar month of service as opposed to eight (8) hours for each calendar month of service.

B. Use of Sick Leave

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 necessity and actual sickness or disability of the unit employee or within the immediate family.

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C. Sick Leave Notification Requirement

1. In order to receive compensation while absent on sick leave, the employee shall notify the appropriate supervisor.
2. All affected unit employees shall be entitled to sick leave privileges except a unit employee still serving the first (6) months of his or her original probationary period in the service of the City. However, sick leave credits for such time shall be granted to each such unit employee who later receives a regular appointment without interruption of service.

D. Payoff of Sick Leave

1. A regular unit employee shall be paid accumulated sick leave at the hourly rate of that person's last position upon terminating employment with the City with the following restrictions and limitations:
 - a. The unit employee must leave City employment through any of the following:
 - (1) Death
 - (2) Layoff
 - (3) Service or disability retirement
2. The unit employee as defined in the paragraph above will be paid up to one-half (50%) of all unused accumulated sick leave with the following restrictions and limitations:
 - a. All unused sick leave over sixteen hundred (1600) hours will not be considered for such payment.
 - b. In accordance with the City's past practice, any remainder shall be reported for retirement purposes in accordance with Article Four, Section 10 [C][5].

Section 4. Personal Business Leave

A. Use of Sick Leave for Personal Business

1. Unit employees will be allowed to use up to thirty (30) hours of accumulated sick leave per calendar year, for the purpose of conducting personal business, which must be performed during normal business hours.
2. Such requests for personal business leave must be approved in advance by the unit employee's department head.

Section 5 - Compensation for Injury on Duty

A. Job Related Injury or Illness – On Duty Injury Leave

Whenever any unit employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of that person's duties, the unit employee shall become entitled, regardless of that person's period of service with the City, to IOD leave of absence while so disabled without loss of salary in lieu of temporary disability payments, or maintenance allowance payments, if any, which would be payable for the period of the disability, but not exceeding one (1) year, or until such earlier date as the unit employee is retired on disability pension or would be retired for disability pension if eligible under PERS requirements.

B. No Use of Accrued Leave

1. A unit employee so disabled may use no other kind of accrued leave during the period of disability.
2. No leave of absence may commence after resignation, whether voluntary or involuntary.

C. Payroll Deductions

All authorized deductions will continue as though the unit employee was in regular work status.

Section 6. Leave of Absence

A. Approval

1. The City Manager may grant a regular unit employee leave of absence with or without pay for a period not to exceed one (1) year.
2. No such leave shall be granted except upon written request of the unit employee.
3. Approval shall be in writing and a copy filed with the Human Resources Officer.

B. Reinstatement

Upon expiration of an approved leave, or within a reasonable period after notice to return to duty, the unit employee shall be reinstated in the position held at the time leave was granted.

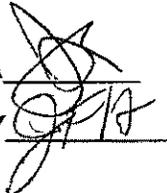
C. Limitations

Failure on the part of a unit employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

Section 7. Leave of Absence Without Pay

A. Not A Break in Employment

Leave of Absence Without Pay granted by the City Manager 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.

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B. Reinstated Employee

A unit employee reinstated after a leave of absence without pay shall receive the same step in the salary range he/she received when the leave of absence without pay was granted.

C. Leave Without Pay – No Time For Service

Time spent on such leave without pay shall not count toward service for increases within salary range, and the unit employee's salary anniversary date shall be set forward one (1) month for each thirty (30) consecutive calendar days taken.

Section 8. Use of Accrued Leave Time to Maintain Benefits

A. Utilization of Sick or Vacation Leave

Upon approval by the appointing authority of an unpaid leave of absence, a unit employee shall be allowed to utilize one (1) day of sick time (if unit employee or immediate family member is sick) or vacation time in each month of unpaid leave of 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.

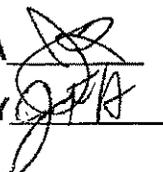
B. Limitations

1. 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.
2. 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.

Section 9. Jury Duty

A. Notification/Jury Fees

1. Any unit employee who is summoned to serve on jury duty shall immediately notify the appropriate supervisor of summons to jury duty.

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2. The unit employee must give the City any fees received as a juror in exchange for regular pay, excluding mileage fees.

B. Maximum Jury Duty

The City shall reimburse the unit employee a maximum of eighty (80) hours of jury duty each year.

Section 10. Military Leave

A. Annual Active Military Duty

Regular unit employees who have been employed with the City for one (1) year or more shall be entitled to such leave of absence with pay for the first thirty (30) calendar days of annual active military duty for training purposes.

B. Limitation

Unit employees with less than one (1) year's service shall receive leave of absence without pay.

C. Called to Active Duty

1. Unit employees called to active duty during the War on Terrorism, will be granted his or her full pay and benefits (minus pay received from the military) in accordance with the governing City Council Resolution.
2. However, per Internal Revenue Service regulations, the employment relationship between employer and employee is terminated when the unit employee is called for active military service with the U.S. Government or with a state National Guard.
3. Payments made to the former employee are not wages for services performed; the payments are considered other income that is reported on Form 1099-MISC, Box 3.
4. Unit employees returning from active duty will be reinstated with their original hire dates and will receive credit for vacation and sick leave earned during their absence.

Section 11. Leave Sharing Plan

A. Purpose

The City shall maintain a City leave sharing plan that allows unit employees to donate leave to regular employees suffering from catastrophic illnesses.

B. Controls

Such plan will contain controls to prevent abuse of the leave sharing program.

Section 12. Administrative Leave

A. 80 Hours Per Year

1. Each unit employee shall be entitled to eighty (80) hours of Administrative Leave time each calendar year.
2. This time cannot be carried over to the next calendar year.
3. The Administrative Leave benefit for new unit members will be pro-rated during the first year after hire or promotion.

Section 13. Flextime

A. Purpose

As mentioned below, both parties agree that all unit employees are exempt from the overtime provisions of the Fair Labor Standards Act. Moreover, both parties agree that under the Fair Labor Standards Act, public agencies like the City of El Monte may make deductions from the leave accounts of otherwise exempt employees for deductions of absences of less than one day.

B. Flextime Plan

Both parties agree to the following plan for work schedule modification:

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1. The regular work hours of the City and each of its divisions is set by the City Manager or Department Heads (subject to the "Holiday" provisions of this Article).
2. Unit employees will work at least forty (40) hours each week unless on approved leave.
3. If a unit employee does not work at least forty (40) hours each week, he or she must:
 - a. Deduct that time not worked from his or her appropriate leave account; or
 - b. Work additional hours during that day or during that week so that he or she works at least 40 hours in a work week.

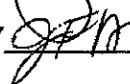
C. Limitations

1. Flextime is only applicable when a unit employee works on a regular workday.
2. Unit employees are responsible for contingency planning and coordinating their activities so that the City's service goals are adequately addressed.
3. Use of flextime requires the pre-authorization of the Department Head or designee, which would include the unit employee's direct supervisor.
4. Department Heads reserve the right to disapprove the use of flextime if it is excessive in frequency and/or disruptive to the operation or workflow of the division or department.

Section 14. Maternity Leave

A. Eligibility

Maternity Leave shall be granted in accordance with Government Code Section 12945(b)(2), as amended.

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B. Leave of Absence Up To Four (4) Months

1. As currently written, state law requires the City to provide up to four (4) months unpaid 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).
2. 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 15. Family Care and Medical Leave

A. Statement of Policy

In accordance with the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) the City of El Monte will provide family and medical care leave for eligible unit 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 in consequent to a hospital, hospice or residential medical care facility;

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- 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 (2) or more visits to a health care provider;
 - b. Two (2) 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
- 3. Leave because of the serious health condition that makes the unit employee unable to perform the functions of his/her position.

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D. Unit Employees Eligible for Leave

A unit employee is eligible for leave if the unit employee has been employed for at least six (6) calendar months.

E. Amount of Leave

1. Eligible unit employees are entitled to a total of four hundred eighty (480) hours of leave in any twelve (12) month period.
2. 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.

F. Unit Employee Benefits While on Leave

1. Leave under this policy is unpaid.
2. 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.
3. 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.
4. Unit employee contribution rates are subject to any change in rates that occurs while the unit employee is on leave.

G. Substitution of Paid Accrued Leaves

1. If a unit employee requests leave for any reason permitted under this policy, he/she must exhaust all accrued leaves (except sick leave) in connection with the leave.
2. The exhaustion of accrued leave will run concurrently with the leave under this policy.
3. 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.

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H. Medical Verification

1. 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.
2. 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.

I. City May Require Medical Opinion

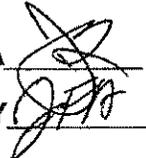
1. If the City of El Monte has reason to doubt the validity of a certification, the City may require a medial opinion of a second health care provider chosen by the City.
2. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the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

J. 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.

K. 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.

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2. If leave is foreseeable, at least thirty (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.

L. Reinstatement Upon Return from Leave

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.

M. Fitness Findings

1. 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.
2. Failure to provide such certification will result in denial of restoration.

N. Applicable Forms

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

ARTICLE SIX -- GRIEVANCE PROCEDURE**Section 1. Definitions**

A grievance is defined as any dispute concerning the interpretation or application of this written MOU, the Personnel Rules and Regulations or departmental rules and regulations governing personnel practices or working conditions applicable to permanent employee regular unit employees covered by this MOU. An impasse in meeting and conferring upon the terms of a proposed MOU is not a grievance.

Section 2. Responsibilities and Rights**A. Limitations**

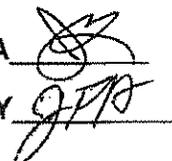
Nothing in this grievance procedure shall be construed as applying to matters for which an administrative remedy is provided by the City Personnel Rules and Regulations or Municipal Code. Section 2.72.140 of the Municipal Code shall apply in matters of demotion, dismissal and reduction in pay.

B. Right To Process Grievance

1. No unit employee shall lose the right to process a grievance informally with that person's immediate supervisor.
2. The immediate supervisor, will, upon the request of the unit employee, discuss the grievance at a mutually satisfactory time.
3. The unit employee may be represented by a representative of the unit employee's choice in an informal discussion with the immediate supervisor, and in all formal review levels.

C. Time Limits

1. The time limits between steps of the grievance procedure provided herein may be extended by mutual agreement.
2. The unit employee and management may waive one or more levels of review from this grievance procedure, again by mutual agreement.



Section 3. Procedure

The grievance procedure for permanent unit employees shall be as follows:

Step 1. First Level of Review

- 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. Said grievance shall be considered waived if not so presented to the immediate management supervisor within ten (10) calendar days following the day when the event upon which the grievance is based occurred.
- c. The immediate management supervisor may require that the unit employee submit the grievance in writing.
- d. 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.

Step 2. Second Level of Review

- a. If the grievance is not settled at Step 1, the unit employee may serve written notice of the grievance on a form provided by management to the department head, within seven (7) calendar days of receipt of the grievance response at Step 1.
- 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 facts and issues shall be rendered to the unit employee and representative of the unit employee's choice, if any, within fifteen (15) calendar days from the date of service.
- d. Failure of management to respond within such time limit shall entitle the unit employee to process the grievance at the next level of review.

Step 3. Third Level of Review

- a. If the grievance is not settled at Step 2, the unit employee may serve written notice of the grievance on said form upon the City Manager within seven (7) calendar days following receipt of the grievance response at Step 2.
- 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 or written arguments on the merits of the grievance and shall render to the unit employee and representative of the unit employee's choice, if any, a written decision within thirty (30) calendar days from the date said arguments were submitted.

Step 4. Personnel Appeals Commission Hearing

- a. Within ten (10) calendar days of the receipt of the written decision of the City Manager or designee, an appeal may be filed with the City Clerk for hearing before the Personnel Appeals Commission.
- b. The Personnel Appeals Commission shall hear the grievance within a period of thirty (30) calendar days.
- c. Cost for a shorthand court reporter, if used, shall be split equally between the City and the Association.

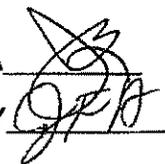
Section 5. Optional Alternative Dispute Resolution

A. Submit to Third Party Neutral

If a grievance is not resolved after review by the City Manager, the Association and the City may mutually agree to submit the matter to a third party neutral for resolution.

B. Third Party Process

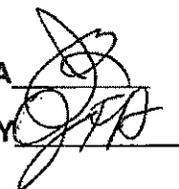
1. If either party wishes to exercise this option, they shall make the request within fifteen (15) days of the final City Manager's decision.



ARTICLE SIX

2. If the parties agree to use this option, they shall meet within ten (10) days of the request to select a neutral person to hear the grievance.
3. If the parties cannot agree on a neutral person, they shall use the services of the American Arbitration Association.
4. The parties may agree to use either mediation or arbitration as the method of dispute resolution.

If the parties select arbitration, the decision of the arbitrator shall be binding.

A handwritten signature in black ink, appearing to be "JPA", is written over a horizontal line. The signature is stylized and somewhat cursive.

ARTICLE SEVEN – TERMINATION AND LAYOFF PROCEDURE

Section 1. Property Right After Probationary Period is Completed

A. Competitive Service

It is understood and agreed that unit employees of the General Mid-Management Association are employees of the competitive service and after completing their probationary period may be terminated for cause only.

B. Appeals Rights

In the event of termination for cause, all employees shall have the right to appeal as outlined in the Municipal Code.

Section 2. Layoff of Unit Employees

A. Basis for Layoff

1. Mid-Management employees may be laid off if the position is no longer required or if there is insufficient work to justify their retention.
2. In the event of layoff, the Personnel rules regarding layoff shall apply.

Section 3. Resignation

A. Two Week Notice

A unit employee wishing to leave the competitive service in good standing shall file a written resignation stating the effective date and reason with the employee's supervisor at least two (2) weeks before leaving the service.

B. Cause for Resignation

The resignation shall be forwarded to the Human Resources Officer with a statement by the appointing power or Department Head as to the resigned unit employee's service performance and other pertinent information concerning the cause for resignation.

C. Limitations

3. Failure to comply with this rule shall be entered on the service record of the unit employee and may be cause for denying future employment by the City.
4. The resignation of a unit employee who fails to give notice shall be reported to the Human Resources Officer by the Department Head immediately. (City of El Monte Municipal Code Section 2.27.130, as amended).

GMMA 
CITY 

ARTICLE EIGHT – GENERAL PROVISIONS

Section 1. Term of Memorandum of Understanding

This MOU shall be effective July 1, 2007, except as otherwise provided herein, and together with all the terms, conditions and effects thereof, shall expire midnight on June 30, 2009.

Section 2. 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 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 3. 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 Association agree to meet within thirty (30) days from said invalidation and confer in good faith to determine an alternative equivalent article, section, subsection, subdivision, sentence, clause, phrase or provision.

GMMA
CITY



Section 4. 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 5. Full Agreement and Implementation**A. Full – Waiver of Meet and Confer**

1. This MOU contains all of the covenants, stipulations and provisions, agreed upon by the parties.
2. 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.
3. For the purpose 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.
4. 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 set forth in this MOU.

Section 6. Continued Performance of City Services and Operations**A. No Strikes/Job Action**

The Association hereby agrees that during the term of this MOU the unit employees of the City as set forth in this MOU and officers and/or agents of the recognized unit employee organization shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, picketing, job actions, strikes, walkouts, boycotts, slowdowns, mass resignations, or any other intentional interferences of the work of the City.

B. Association Responsibility

In the event that the general Mid-Management Association, its officers, agents, representatives or employees engage in any of the conduct listed above, the Association shall immediately instruct, in writing, any persons engaging in such activity that their conduct is in violation of the MOU and unlawful, and that they must cease engaging in such conduct and return to work.

C. City Rights

If such action is not taken by the Association, the City may suspend any and all of the rights and privileges accorded the Association under any ordinance, resolution, or rules and regulations of the City or any MOU with the City, including but not limited to the suspension of recognition of such unit employee organization and the use of the City's bulletin boards and facilities.

GMMA
CITY



ARTICLE NINE - RATIFICATION

Section 1 - Acknowledgement

The City and the El Monte General Mid-Management 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 Association set forth in this agreement and adopted by the City Council of the City of El Monte.

Section 2 - 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 Association.

Section 3 - 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 General Mid-Management Association, entered into this 3rd day of April 2008.

GMMA
CITY 

EXECUTION OF THE NEW AGREEMENT

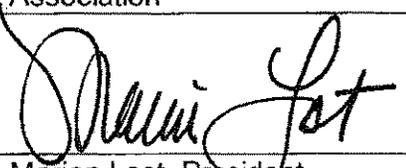
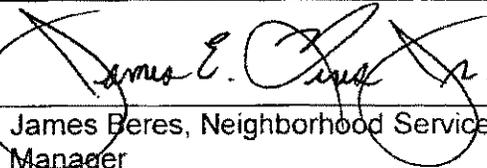
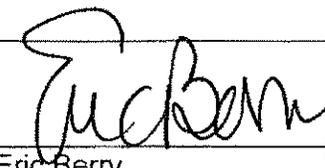
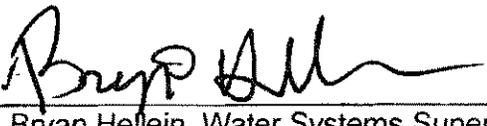
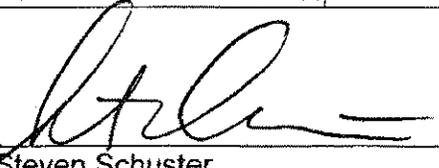
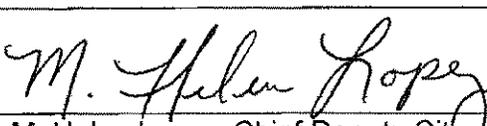
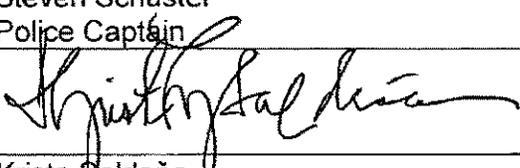
This MOU has been approved by a vote of the City Council of the City of El Monte. Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

In witness whereof, the parties hereto have cause this agreement to be executed this 4th day of April 2008.

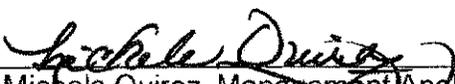
El Monte General Mid-Management Association	City of El Monte, California
Marian Last, President, El Monte General Mid-Management Association	James W. Mussenden, City Manager

GMMA
CITY 

ARTICLE TEN - IMPLEMENTATION

PARTIES TO THE AGREEMENT	
El Monte General Mid-Management Association	City of El Monte, California
	
Marian Last, President El Monte General Mid-Management Association and Community & Senior Services Manager	John F. Hoffman Chief Negotiator, HR & ER Consultant
	
James Beres, Neighborhood Services Manager	Eric Berry Human Resources Officer
	
Bryan Hellein, Water Systems Supervisor	Steven Schuster Police Captain
	
M. Helen Lopez, Chief Deputy City Clerk/Records Manager	Kriste Saldaña Assistant Finance Director
	
Monica Cowell, Payroll Technician	

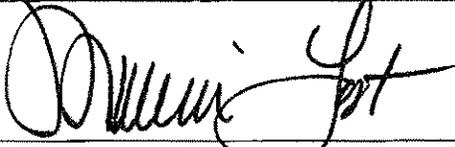
PARTIES TO THE AGREEMENT

	
Michele Quiroz, Management Analyst	
	
Deborah Moraza, Transportation Services Manager	

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 18th 1st day of March April, 2008.

El Monte General Mid-Management Association	City of El Monte, California
	
Marian Last, President, El Monte General Mid-Management Association	James W. Mussenden, City Manager

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APPENDIX A

The following General Mid-Management employee classifications are recognized by the City to be represented by the El Monte General Mid-Management Association:

- ACCOUNTANT
- ACCOUNTING MANAGER
- ADMINISTRATIVE AIDE
- ADMINISTRATIVE ASSISTANT/PD
- ADMINISTRATIVE SERVICES OFFICER
- ASSOCIATE PLANNER
- ASST CITY PROSECUTOR
- ASST COMMUNITY DEV DIRECTOR
- ASST DIR PARKS/REC/TRANS
- ASST FINANCE DIRECTOR
- BUILDING MAINT SUPV
- CHIEF BUILDING OFFICIAL
- CHIEF DEPUTY CITY CLERK/RM
- CITY ENGINEER
- CODE ENFORCEMENT SUPERVISOR
- COMMUNITY AND SOCIAL SERVICES MANAGER
- COMMUNICATIONS MANAGER
- DEPUTY CITY ATTORNEY II
- EXECUTIVE ASST TO CITY MANAGER
- GRANT MANAGER

- HOUSING MANAGER

- HUMAN RESOURCES ANALYST
- HUMAN RESOURCES OFFICER
- INFO TECH MANAGER
- INFO SYSTEMS MANAGER
- MANAGEMENT ANALYST
- PARK MAINT SPECIALIST I

- NEIGHBORHOOD SVCS MANAGER
- PARK MAINT SUPERVISOR
- PAYROLL TECHNICIAN
- PLANNING SERVICES MGR.
- PROGRAM DIRECTOR
- PROGRAM SPECIALIST II
- PROGRAM SPECIALIST I
- PROJECT MANAGER II
- PROJECT MANAGER I
- PURCHASING AGENT
- PW MAINT SUPERINTENDENT
- PW MAINT SUPERVISOR W/CERT
- RECORDS MANAGER
- RECREATION SERVICES MANAGER
- RECREATION SUPERVISOR-AQUATICS
- REDEVELOPMENT DIR/DEPUTY DIRECTOR
- REDEVELOPMENT MANAGER
- REVENUE SUPERVISOR
- SENIOR ENGINEER
- SENIOR PLANNER
- TRANSPORTATION PROGRAM SPECIALIST II
- TRANSPORTATION SERVICES MANAGER
- WATER SYSTEMS SUPERVISOR
- PARK MAINT SUPERVISOR
- PAYROLL TECHNICIAN
- PLANNING SERVICES MGR.

Side Letter Agreement #7*
Between the CITY OF EL MONTE
And the General Mid-Management Association

The City of El Monte (City) and the El Monte General Mid-Management Association (GMMA) have agreed to the following amendments to the current July 1, 2007 – June 30, 2010, Memorandum of Understanding (MOU) between parties.

All other terms and conditions of the MOU for July 1, 2007 – June 30, 2010, and any Amendments (Side Letter Agreements) thereto shall remain in force and effect, except as to the specific change as stated below:

1. Effective July 1, 2010, each GMMA unit member shall be subject to a two (2) hour unpaid “furlough” each week. A unit member shall not be allowed to use accrued vacation or other accrued leave time to pay for the unpaid “furlough” time. Benefits calculated on base salary shall continue to be calculated based on hours paid. The unit member shall be allowed to take the required unpaid “furlough hours” as long as the unit member’s supervisor approves the time. City Management shall determine the scheduling for the 38 hour workweek resulting from the unpaid “furlough.”
2. The City and GMMA agree to meet on a quarterly basis to evaluate the City’s finances and to verify the conditions as set under “Adequate Levels of Reserves.”
3. The expiration of the MOU shall be December 31, 2012.
4. Pay raises consisting of 2%, which is due July 1, 2010 will be deferred (not accrued).

GMMA will defer (and not accrue) salary wage increases, until the City’s General Fund has achieved a sustainable, structural budgetary surplus, accrued adequate levels of reserves, and commenced making payments toward its OPEB (e.g. retirement medical benefits) liability.

Structural Budgetary Surplus - the General Fund generates a minimum of a 2% net surplus (Revenues over Expenses) over a minimum of a six month period. There must be a demonstrated and sustainable revenue collection pattern, as well as stable expenditure patterns (e.g., no State takeaways, major one-time expenses, contingent liabilities, etc.). This shall include one-time revenues (e.g. property sales, collecting and delinquencies) and Sales Tax Revenues for which all excess Sales Tax revenues above FY 2008-2009 (\$16 million) with annual CPI adjustment shall be first deposited into reserves and then applied toward the City’s OPEB liability.

Adequate Levels of Reserves:

- The City’s unrestricted and undesignated Fund Balance is equal to a minimum of 10% of the annual General Fund Budget or \$5.0 million.
- Working Capital Reserve is equal 60 days of average annual expenditures.

- Emergency Reserve shall equal \$1.0 million.

The City will deposit a commensurate share of one-time surplus revenues (not generated as a result of land sales or economic development efforts), and once adequate reserves have been established, into a separate OPEB Trust established exclusively for the GMMA's member. A commensurate share shall be defined as: the amount of salary increase deferred (and not deposited into an OPEB account) by each MOU for each calendar year.

5. Effective July 1, 2010, GMMA agrees the City shall contribute the three (3) party PERS Health Kaiser family premium for Los Angeles County towards the cost of health insurance for each unit employee less \$200. However, if the unit employee lives in the area defined by PERS as "Other Southern California Counties" that three (3) party PERS Health Kaiser family premium applies less \$200.
6. Effective July 1, 2010, employees eligible for the Public Agency Retirement System (PARS) benefit adopted by the City shall contribute 5% of their total PERSable compensation and EPCM (Employer Paid PERS Contribution) towards PARS retirement.

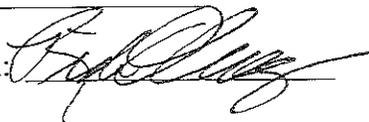
The City shall suspend participation in the City paid deferred compensation plan and instead contribute this amount towards the 5% PARS employee contribution.

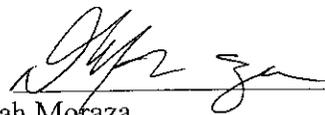
* The MOU for July 2, 2007 – June 30, 2010, by and between the GMMA and the City of El Monte has been previously modified by Side Letter Agreement #1 dated May 29, 2008; Side Letter Agreement #2 dated April 22, 2009; Side Letter Agreement #3 dated July 14, 2009; Side Letter Agreement #4 dated February 14, 2009; Side Letter Agreement #5 dated December February 14, 2009; and Side Letter Agreement #6 dated February 24, 2010.

This Side Letter is subject to ratification by the GMMA membership and approval by the City Council. Each party warrants that each person below has the authority to execute this agreement on behalf of their bargaining unit. Except for the terms provided above, the current MOU shall remain in effect.

By: 
René Bobadilla
City Manager

Date: 6/9/2010

Approved as to Form: 
Ricardo R. Olivarez
Interim City Attorney

By: 
Deborah Moraza
GMMA President

Date: June 9, 2010

Date: 6/9/2010

Side Letter Agreement #6*
Between the CITY OF EL MONTE
And the General Mid-Management Association

The City of El Monte (City) and the El Monte General Mid-Management Association (GMMA) have agreed to the following amendments to the current July 1, 2007 – June 30, 2010, Memorandum of Understanding (MOU) between parties.

All other terms and conditions of the MOU for July 1, 2007 – June 30, 2010, and any Amendments (Side Letter Agreements) thereto shall remain in force and effect, except as to the specific change as stated below:

1. Effective March 1, 2010 through June 30, 2010, each GMMA unit member shall be required to take off seven (7) unpaid workdays or “furlough days.” An unpaid workday or “furlough day” shall be a 10-hour day. A unit member shall not be allowed to use accrued paid time in lieu of taking off the required number of unpaid “furlough days.” The unit member shall be allowed to take the required unpaid workdays “furlough days” off at the unit member’s discretion, as long as the unit member’s supervisor approves the Time Off Request and the unit member takes off all required unpaid workdays “furlough days” before June 30, 2010. If it appears to the unit member’s supervisor that the unit member is not on schedule to complete all required “furlough days” during the applicable period, the supervisor may schedule “furlough days” as necessary.
2. The Personnel Rules and Regulations of Municipal Code Section 2.71.100 – Attendance and Leaves, states:

“No Employee shall be entitled to compensation for any holiday herein specified unless such employee has been employed by the City on the day preceding and the day following such holiday. Employees who are on voluntary, unpaid leave on the day preceding or the day after the holiday shall not receive holiday pay.”

However, from March 1, 2010 through June 30, 2010, the City will continue to allow each GMMA unit member to take a “furlough day” off on the day preceding and/or the day after the holiday in order to be paid for that particular holiday. This will be at the discretion of the GMMA unit member and authorization of the Department Head.

* The MOU for July 2, 1007 – June 30, 2010, by and between the GMMA and the City of El Monte has been previously modified by Side Letter Agreement #1 dated May 29, 2008; Side Letter Agreement #2 dated April 22, 2009; Side Letter Agreement #3 dated July 14, 2009; Side Letter Agreement #4 dated February 14, 2009; and Side Letter Agreement #5 dated December February 14, 2009.

By: Renè Bobadilla
Renè Bobadilla
City Manager

By: Deborah Moraza
Deborah Moraza
GMMA President

Date: 2/24/10

Date: 3-2-10

Approved as to Form E. Clarke Moseley
E. Clarke Moseley
City Attorney

Date: 3-10-10

Side Letter Agreement #5*
Between the CITY OF EL MONTE
And the El Monte General Mid-Management Association

The City of El Monte (City) and the El Monte General Mid-Management Association (GMMA) have agreed to the following amendment to the current July 1, 2007 – June 30, 2010 Memorandum of Understanding between parties. **(The amendment will be in bold and underlined.)**

Section 12. Administrative Leave

A. 80 Hours Per Year

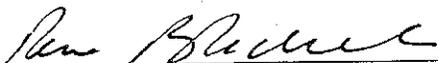
1. Each unit employee shall be entitled to eighty (80) hours of Administrative Leave time each calendar year.
2. This time cannot be carried over to the next calendar year.
3. The Administrative Leave benefit for new unit members will be pro-rated during the first year after hire or promotion.

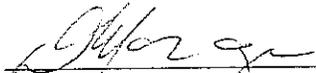
GMMA Members with forty (40) hours or more of accrued Administrative Leave as a balance from December 9, 2009 will be allowed to carry over to the 2009-2010 calendar year a maximum of half their remaining balance. This is a one time only provision not to apply to future calendar years.

The following is a list of the GMMA Members who have a balance of forty (40) hours or more of accrued Administrative Leave:

Employee	Admin. Leave Balance	Carry forward Maximum
GINA AGUIRRE	64	32
KENNETH BALLINGER	60.00	30
JAMES BERES JR	50	25
CARL BROWN	49.00	24.5
JOSEPH HAZLETT	40	20
BRYAN HELLEIN	40	20
FRANCISCO JIMENEZ	51	25.5
MARY HELEN LOPEZ	80	40
RICHARD PADILLA	40	20
RANDY PERRINE	40	20
CESAR ROLDAN	47.5	23.75

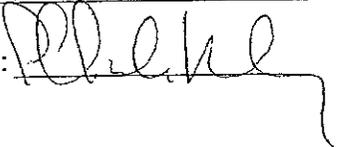
The majority of the remaining GMMA Members are not opposed to this Side Letter Agreement.

By: 
Rene Bobadilla
Interim City Manager

By: 
Deborah Moraza
GMMA President

Date: 12/14/09

Date: 12/19/09

Approved as to Form: 
E. Clarke Moseley
City Attorney

Date: 12/14/09

**CITY OF EL MONTE
HUMAN RESOURCES DIVISION
CITY COUNCIL AGENDA REPORT**

CITY COUNCIL MEETING OF JANUARY 5, 2010

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: RENÉ BOBADILLA, INTERIM CITY MANAGER ^{RB}
DANTE G. HALL, ASSISTANT CITY MANAGER

PREPARED BY: AMELIA AYALA, HUMAN RESOURCES DIRECTOR

SUBJECT: RATIFICATION OF TWO (2) SIDE LETTER AGREEMENTS FOR
THE EL MONTE GENERAL MID-MANAGEMENT ASSOCIATION

RECOMMENDATION:

It is recommended that the City Council ratify two (2) Side Letter Agreements between the City of El Monte and the El Monte General Mid-Management Association which will (1) allow the carryover of one-half their balance of Administrative Leave as of December 9, 2009; and (2) allow the membership to log an unpaid Furlough Day before and/or after a holiday and still be eligible to receive holiday pay.

BACKGROUND:

Because of the constraints of heavy workloads and having to take Furlough Days, General Mid Managers have asked to carry over half their balance of Administrative Leave from December 9, 2009.

General Mid Managers, by way of a Side Letter Agreement, need to take off (14) fourteen unpaid Furlough Days from the period of July 1, 2009 through February 28, 2010.

- (1) Carryover of Administrative Leave: Administrative Leave is a benefit to all General Mid Managers of the City of El Monte. Pursuant to the Memorandum of Understanding, "This time cannot be carried over to the next calendar year." The City's calendar year is January through December. This means that all General Mid Managers must use this Administrative Leave (80 hours) by December 31, 2009.
- (2) Holiday Pay due to Furlough Day: Municipal Code Section 2.72.100 - Personnel Rules and Regulations indicates "Employees who are on voluntary, unpaid leave on the day preceding or the day after the holiday shall not receive holiday pay."

General Mid Managers are requesting to be able to take an unpaid Furlough Day before and/or after a holiday and receive holiday pay.

There was an urgency to obtain the signature of the Interim City Manager and the El Monte General Mid-Management Association President because the calendar year ends December 31, 2009.

FISCAL IMPACT:

- (1) It has been reviewed and determined by the Interim Deputy City Manager for Administrative Services that the fiscal impact will be budget neutral (no fiscal impact of general funds); and
- (2) It has been reviewed and determined by the Interim Deputy City Manager for Administrative Services that the fiscal impact will be minimal (minimum impact to the General Fund).

ATTACHMENTS:

The following documents are attached as part of this staff report:

- (1) Exhibit "A": Side Letter Agreement between the City of El Monte and the El Monte General Mid Management Association concerning Holiday Pay; and
- (2) Exhibit "B": Side Letter Agreement between the City of El Monte and the El Monte General Mid Management Association concerning Administrative Leave.

JAN 5, 2010

PRESENTED TO EL MONTE CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVE AND FILE
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
CHIEF DEPUTY CITY CLERK	

Side Letter Agreement #4*
Between the CITY OF EL MONTE
And the El Monte General Mid-Management Association

The City of El Monte (City) and the El Monte General Mid-Management Association (GMMA) have agreed to the following amendment to the current July 1, 2007 – June 30, 2010 Memorandum of Understanding between parties. **(The amendment will be in bold and underlined.)**

During the 2009-2010 Budget Process, GMMA agreed to take fourteen (14) Furlough Days off without pay during the period of July 1, 2009 through February 28, 2010. However, the following language of Section H of Municipal Code Section 2.72.100 hinders the GMMA Members from taking a Furlough Day off on the day preceding or the day after the holiday because they will not receive holiday pay

The Personnel Rules and Regulations of Municipal Code Section 2.72.100 – Attendance and Leaves indicates:

H. HOLIDAYS

All probationary and permanent regular employees employed on a weekly, semi-monthly or monthly pay basis shall be entitled to holidays with pay in accordance with the appropriate governing Memorandum of Understanding.

- 1. No employee shall be entitled to compensation for any holiday herein specified unless such an employee has been employed by the City on the day preceding and the day following such holiday. Employees who are on voluntary, unpaid leave on the day preceding or the day after the holiday shall not receive holiday pay.

From July 1, 2009 through February 28, 2010, the City will allow GMMA Members to take Furlough Days off on the day preceding and/or the day after the holiday in order to be paid for that particular holiday. This will be at the discretion of the GMMA Member and authorization of the Department Head.

By: Rene Bobadilla
Rene Bobadilla
Interim City Manager

By: Deborah Moraza
Deborah Moraza
GMMA President

Date: 12/14/09

Date: 12-14-09

Approved as to Form: E. Clarke Moseley
E. Clarke Moseley
City Attorney

Date: 12/14/09

**CITY OF EL MONTE
HUMAN RESOURCES DIVISION
CITY COUNCIL AGENDA REPORT**

CITY COUNCIL MEETING OF JANUARY 5, 2010

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: RENÉ BOBADILLA, INTERIM CITY MANAGER ^{RB}
DANTE G. HALL, ASSISTANT CITY MANAGER

PREPARED BY: AMELIA AYALA, HUMAN RESOURCES DIRECTOR

SUBJECT: RATIFICATION OF TWO (2) SIDE LETTER AGREEMENTS FOR
THE EL MONTE GENERAL MID-MANAGEMENT ASSOCIATION

RECOMMENDATION:

It is recommended that the City Council ratify two (2) Side Letter Agreements between the City of El Monte and the El Monte General Mid-Management Association which will (1) allow the carryover of one-half their balance of Administrative Leave as of December 9, 2009; and (2) allow the membership to log an unpaid Furlough Day before and/or after a holiday and still be eligible to receive holiday pay.

BACKGROUND:

Because of the constraints of heavy workloads and having to take Furlough Days, General Mid Managers have asked to carry over half their balance of Administrative Leave from December 9, 2009.

General Mid Managers, by way of a Side Letter Agreement, need to take off (14) fourteen unpaid Furlough Days from the period of July 1, 2009 through February 28, 2010.

- (1) Carryover of Administrative Leave: Administrative Leave is a benefit to all General Mid Managers of the City of El Monte. Pursuant to the Memorandum of Understanding, "This time cannot be carried over to the next calendar year." The City's calendar year is January through December. This means that all General Mid Managers must use this Administrative Leave (80 hours) by December 31, 2009.
- (2) Holiday Pay due to Furlough Day: Municipal Code Section 2.72.100 - Personnel Rules and Regulations indicates "Employees who are on voluntary, unpaid leave on the day preceding or the day after the holiday shall not receive holiday pay."

General Mid Managers are requesting to be able to take an unpaid Furlough Day before and/or after a holiday and receive holiday pay.

6.07

There was an urgency to obtain the signature of the Interim City Manager and the El Monte General Mid-Management Association President because the calendar year ends December 31, 2009.

FISCAL IMPACT:

- (1) It has been reviewed and determined by the Interim Deputy City Manager for Administrative Services that the fiscal impact will be budget neutral (no fiscal impact of general funds); and
- (2) It has been reviewed and determined by the Interim Deputy City Manager for Administrative Services that the fiscal impact will be minimal (minimum impact to the General Fund).

ATTACHMENTS:

The following documents are attached as part of this staff report:

- (1) Exhibit "A": Side Letter Agreement between the City of El Monte and the El Monte General Mid Management Association concerning Holiday Pay; and
- (2) Exhibit "B": Side Letter Agreement between the City of El Monte and the El Monte General Mid Management Association concerning Administrative Leave.

JAN 5, 2010

PRESENTED TO EL MONTE CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVE AND FILE
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
CHIEF DEPUTY CITY CLERK	

Side Letter Agreement #3*
Between the CITY OF EL MONTE
And the El Monte General Mid-Management Association

The City of El Monte (City) and the El Monte General Mid-Management Association (GMMA) have agreed to the following amendments to the current July 1, 2007 – June 30, 2010 Memorandum of Understanding between parties.

1. Effective July 1, 2009, employees eligible for the Public Agency Retirement System (PARS) benefit adopted by the City shall contribute 5% of their total PERSable compensation and EPMC (Employer Paid PERS Contribution) towards PARS retirement.
 - a) The City shall suspend participation in the City paid deferred compensation plan and instead contribute this amount towards the 5% PARS employee contribution.
2. Effective July 1, 2009, the GMMA agrees the City shall contribute the three (3) party PERS Health Kaiser Family premium for Los Angeles County towards the cost of health insurance for each unit employee less \$200. However, if the unit employee lives in the area defined by PERS as "Other Southern California Counties" that three (3) party PERS Health Kaiser family premium applies less \$200. Effective July 1, 2010, the \$200 medical benefit reduction will be restored to its current rate.
3. The City agrees to provide a 90 calendar day period between the Notice of Intent to Layoff and the actual separation date of any future layoffs of unit employees covered under the current GMMA MOU with the City. This does not apply to unit employees affected by the July 2009 Layoffs and Displacement Process. This only applies to unit employees affected by a Layoff not a Displacement by way of an employee exercising his/her bumping rights.
4. This agreement is for one year only, effective July 1, 2009 through June 30, 2010. Prior to June 30, 2010, the GMMA agrees to meet with City Representatives to discuss whether the \$200 employee medical contribution and the 5% PARS employee contribution will continue beyond June 30, 2010.
5. This Side Letter is subject to ratification by the GMMA membership and approval by the City Council. Each party warrants that each person below has the authority to execute this agreement on behalf of their bargaining unit. Except for the terms provided above, the current MOU shall remain in effect.

By: James W. Mussenden
James W. Mussenden
City Manager

Date: 7-14-09

Approved as to Form E. Clarke Moseley
E. Clarke Moseley
City Attorney

Date: July 14, 2009

By: [Signature]
President

Date: 7/14/09

By: [Signature]

Date: 7-14-09



City of El Monte



INTER-DEPARTMENTAL COMMUNICATION

CITY MANAGER'S OFFICE

July 2, 2009

TO: Honorable Mayor and City Council

FROM: James W. Mussenden, City Manager *JWM*
Dante G. Hall, Assistant City Manager *DH*

COPY

Prepared by: Amelia Ayala, Human Resources Director

SUBJECT: Amendments to Memoranda of Understanding regarding El Monte Police Officers' Association; El Monte Police Mid-Managers' Association; SEIU, Local 721; and El Monte General Mid-Managers' Association related to 2009-2010 Budget.

Recommendation:

That the City Council of the City of El Monte approve the attached Side Letter Agreements between the City and the Service Employees International Union, Local 721, El Monte Police Officers' Association; El Monte Police Mid-Managers' Association; and El Monte General Mid-Managers' Association related to the 2009-2010 Budget.

Discussion:

In light of the City's current budgetary difficulties and in accordance with California Government Code Section 3505, the City Manager and other City staff members met and conferred with the four respective bargaining units to consider cost savings measures. These Agreements will provide savings to the City's general fund budget, and give the City time to recover from the recent economic downturn.

Fiscal Impact:

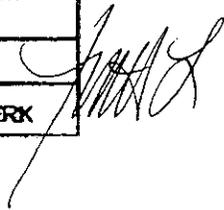
The changes proposed in the side letter agreements for each respective bargaining unit will reduce maintenance and operation expenditures and allow the City to meet its budgetary goals.

2009 JUL 20 A 11:50

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JUL 07 2009

PRESENTED TO EL MONTE CITY COUNCIL	
<input checked="" type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED 5-0
<input type="checkbox"/>	PULLED
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<input type="checkbox"/>	REFERRED TO
CHIEF DEPUTY CITY CLERK	



Side Letter Agreement #2*

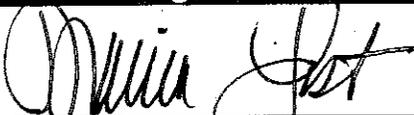
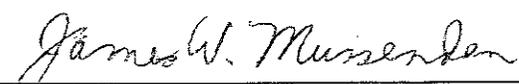
**CITY OF EL MONTE – EL MONTE GENERAL MID-MANAGEMENT ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

The City of El Monte and the El Monte General Mid-Management Association have agreed to certain amendments to the current July 1, 2007 – June 30, 2009 Memorandum of Understanding between the parties.

The Amendment covers the following subject and approved copies are attached hereto.

SUBJECT	ARTICLE	SECTION	AMENDMENT
Unpaid Furlough Days	Article 3	Section 3 (new)	Effective March 1, 2009 through June 30, 2009, each unit member shall be required to take off seven (7) unpaid workdays or "furlough days." Thereafter, each unit member shall be required to take off fourteen (14) unpaid furlough days from July 1, 2009 through February 28 th , 2010. For the purposes of this section, an unpaid workday or furlough day shall be a 10-hour day. A unit member shall not be allowed to use accrued paid time in lieu of taking off the required number of unpaid furlough days. The unit member shall be allowed to take the required unpaid furlough workdays off at the unit member's discretion, so long as the unit member's supervisor approves the time off request and the unit member takes off all required unpaid furlough workdays before the end of February 28, 2010. If it appears to the unit member's supervisor that the unit member is not on schedule to complete all required furlough days during the applicable period, the supervisor may schedule furlough days as necessary.
Extending the time frame of the MOU for reasons other than those listed above			All other terms of the current MOU will be in effect through June 30, 2010

In witness whereof, the parties have caused this amendment to the July 1, 2007 – June 30, 2009 City of El Monte – El Monte Mid-Management Association Memorandum of Understanding to be executed this 22nd day of April 2009.

For the El Monte General Mid-Management Association	For the City of El Monte
	
Marian Last, President, El Monte General Mid-Management Association	James W. Mussenden, City Manager

CITY OF EL MONTE

MEMO

DATE: June 10, 2009

TO: Honorable Mayor and City Council

FROM: James W. Mussenden, City Manager *JWM*
Dante G. Hall, Assistant City Manager

Prepared by: Amelia Ayala, Human Resource Director

Subject: Amendment to Memorandum of Understanding

Recommendation:

That the City Council of the City of El Monte approve the amendment to the Memorandum of Understanding between the City and the El Monte Mid-Management Association. The amendment relates to each unit member taking off seven (7) unpaid work days or "furlough days" from the time period of March 1, 2009 through June 30, 2009.

Also, each unit member is to take off fourteen (14) unpaid work days or "furlough days" from the time period of July 1, 2009 through February 28, 2010.

Discussion:

In light of the City's current budgetary difficulties and in accordance with California Government Code Section 3505, the City Manager and other City staff members met and conferred with the civilian bargaining units to consider cost savings measures. This amendment will bring savings to the City's general fund budget.

JUN 16 2009

PRESENTED TO EL MONTE CITY COUNCIL	APPROVED <input checked="" type="checkbox"/>	DEEMED <input type="checkbox"/>	PULLED <input type="checkbox"/>	RECEIVE AND FILE <input type="checkbox"/>	CONTINUED <input type="checkbox"/>	REFERRED TO <input type="checkbox"/>				CHIEF DEPUTY CITY CLERK
			5-0							<i>[Signature]</i>

6.03

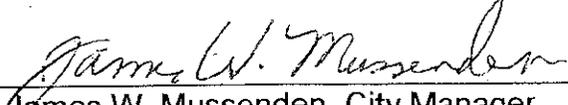
Side Letter Agreement #1*
CITY OF EL MONTE – EL MONTE GENERAL MID-MANAGEMENT
ASSOCIATION
MEMORANDUM OF UNDERSTANDING

The City of El Monte and the El Monte General Mid-Management Association have agreed to certain amendments to the current July 1, 2007 – June 30, 2009 Memorandum of Understanding between the parties.

The Amendments cover the following subjects and approved copies are attached hereto.

SUBJECT	ARTICLE	SECTION	AMENDMENT
End of City-paid Deferred Compensation Payments	Article 2	Section 8, B3	No City-paid deferred compensation payments will be made to unit employees hired by the City on or after July 1, 2008.
End of City-paid PARS Benefits	Article 4	Section 10, C(1e)	No City-paid PARS benefits will be made for unit employees hired by the City on or after July 1, 2008

In witness whereof, the parties have caused these amendments to the July 1, 2007 – June 30, 2009 City of El Monte – El Monte Mid-Management Association Memorandum of Understanding to be executed this 28th day of May 2008.

For the El Monte General Mid-Management Association	For the City of El Monte
 5/29/08	
Marian Last, President, El Monte General Mid-Management Association	James W. Mussenden, City Manager



CITY OF EL MONTE HUMAN RESOURCES DIVISION

May 29, 2008

Interdepartmental Communication

TO: Honorable Mayor and City Council

FROM: James W. Mussenden, City Manager *hw*
Danté G. Hall, Assistant City Manager *dm*

PREPARED BY: Eric Berry, Human Resources Officer *EB*

SUBJECT: Amendment to Memoranda of Understanding

Recommendation:

That the City Council of the City of El Monte approve amendments to the Memorandum of Understanding between the City and the El Monte Mid-Management Association and between the City of El Monte and SEIU, Local 721, General Unit Employees. The amendments alter benefits provisions of the existing labor agreements to bar deferred compensation payments and to bar participation in the PARS retirement plan to employees hired on or after July 1, 2008.

Discussion:

In light of the City's current budgetary difficulties and in accordance with California Government Code Section 3505, the City Manager and other City staff members met and conferred with the civilian bargaining units to consider cost savings measures. Significant savings can accrue to the City's general fund, if the current deferred compensation payments and payments for the PARS retirement benefits can be reduced. After the free exchange of information, opinions, and proposals, both parties mutually agreed to cancel such benefits for employees who hired on or after July 1, 2008. This agreement along with other ideas, such as the early retirement incentive, will not close the City's pending budgetary gap, but represents real movement in that direction.

JUN - 3 2008

PRESENTED TO EL MONTE CITY COUNCIL	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	<input type="checkbox"/> PULLED	<input type="checkbox"/> RECEIVE AND FILE	<input type="checkbox"/> CONTINUED	<input type="checkbox"/> REFERRED TO	CHIEF DEPUTY CITY CLERK

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[Signature]

6.06