

RESOLUTION NO. 22-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO SUPERVISORS ASSOCIATION (MSA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2022 THROUGH JUNE 30, 2025

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and the MSA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (ATTACHMENT D).

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES AS FOLLOWS:

SECTION 1: The MOU between the City of Montebello and the MSA dated January 1, 2022 through June 30, 2025 and attached is hereby approved.

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 11th day of May 2022.

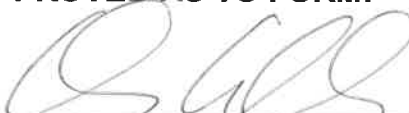

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-32 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 11th day of May 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES: Jimenez, Melendez, Cobos-Cawthorne
NOES: Torres
ABSTAIN: Peralta
ABSENT: None

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: 5/11/2022

Chris Jimenez
Christopher Jimenez, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO SUPERVISORS' ASSOCIATION**



FOR JANUARY 1, 2022 THROUGH JUNE 30, 2025

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THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.*, representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the **Montebello Supervisors' Association (MSA)**, and have reached an agreement to recommend that the City Council take the actions identified in this successor Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 21-32 adopted by the City Council on July 28, 2021. Except as otherwise modified herein, existing wages, hours and other terms and conditions of employment shall remain in full force and effect.

ARTICLE I – IMPLEMENTATION

SECTION A TERM

Period Covered. Three and one-half (3 ½) years. From 1/1/2022 To 6/30/2025.

SECTION B RECOGNITION

The **Montebello Supervisors' Association (MSA)**, is the exclusive representative of the employees in the general bargaining unit currently of the classifications listed in EXHIBIT A; a bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for members of the bargaining unit as well as modifications of existing City codes, rules, and policies.

Incorporation of prior MOU's references to City code, rules, and policies have been adopted during "**Meet and Confer**" sessions and shall be considered adopted by reference in this MOU specifically the following City policies which are attached as appendixes to the MOU:

- a. 2.060.590 Bilingual Pay
- b. 2.060.565 Bereavement Leave
- c. 2.060.227 Longevity Pay
- d. 2.060.517 Educational Reimbursement Programs
- e. 2.060.504 Employee Compensation and Benefits
- f. 2.060.516 Jury Duty Compensation
- g. 2.060.528 Education Incentive Pay

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

SECTION F EMPLOYEE LISTS

The City will provide the Association with the necessary contact information about bargaining unit members to allow Association to conduct Association business on behalf of those members.

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum of Understanding memorializes the terms and conditions for members of the bargaining unit as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU. Unless the parties mutually and voluntarily agree to do so, neither may be obligated to negotiate over matters covered by this Agreement or over other matters within the scope during the term of this Agreement.

ARTICLE II – COMPENSATION

SECTION A SALARY RANGE INCREASES

1. PLACEMENT ON NEW SALARY MATRIX

Positions covered under this MOU shall be placed on the new salary range (number) as follows:

Members covered under this MOU will be placed at the appropriate Step, within the new salary range, as noted in the tables below, that is closest to their current rate of pay at the time of City Council approval of this MOU without being less than their current rate of pay.

Effective January 01, 2022:

Position Title	New Range Number	New Annual Salary Range
Management Analyst	26	\$61,699 - \$77,054
Senior Building Inspector	28	\$64,823 - \$80,955

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

Recreation Supervisor	29	\$66,443 - \$82,979
Park Maintenance Supervisor	29	\$66,443 - \$82,979
Accounting Supervisor	30	\$68,104 - \$85,053
Revenue Supervisor	30	\$68,104 - \$85,053
Building Maintenance Supervisor	30	\$68,104 - \$85,053
Police Records Supervisor	31	\$69,807 - \$87,179
Dispatch Supervisor	32	\$71,552 - \$89,359
Street Maintenance Supervisor	32	\$71,552 - \$89,359
Crime Prevention Supervisor	34	\$75,175 - \$93,883
Senior Economic Development Coordinator	34	\$75,175 - \$93,883
Planner	35	\$77,054 - \$96,230
Grants & Project Administrator	36	\$78,980 - \$98,636
Senior Management Analyst	36	\$78,980 - \$98,636
Senior Fire Inspector	38	\$82,979 - \$103,629
Public Safety Radio Supervisor	39	\$85,053 - \$106,220
Informations Systems Supervisor	39	\$85,053 - \$106,220
Associate Engineer	40	\$87,179 - \$108,875
Senior Planner	41	\$89,359 - \$111,597
Principal Engineer	52	\$117,247 - \$146,425

* See salary matrix attached

Effective the first full pay period of July 2022:

Position Title	New Range Number	New Annual Salary Range
Management Analyst	28	\$64,823 - \$80,955
Senior Building Inspector	31	\$69,807 - \$87,179
Recreation Supervisor	29	\$66,443 - \$82,979
Park Maintenance Supervisor	30	\$68,104 - \$85,053
Accounting Supervisor	30	\$68,104 - \$85,053
Revenue Supervisor	30	\$68,104 - \$85,053
Building Maintenance Supervisor	30	\$68,104 - \$85,053
Police Records Supervisor	31	\$69,807 - \$87,179
Dispatch Supervisor	32	\$71,552 - \$89,359
Street Maintenance Supervisor	32	\$71,552 - \$89,359
Crime Prevention Supervisor	34	\$75,175 - \$93,883
Senior Economic Development Coordinator	34	\$75,175 - \$93,883
Planner	35	\$77,054 - \$96,230
Grants & Project Administrator	36	\$78,980 - \$98,636
Senior Management Analyst	36	\$78,980 - \$98,636
Senior Fire Inspector	38	\$82,979 - \$103,629
Public Safety Radio Supervisor	39	\$85,053 - \$106,220
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Associate Engineer	40	\$87,179 - \$108,875
Senior Planner	41	\$89,359 - \$111,597
Principal Engineer	52	\$117,247 - \$146,425

* See salary matrix attached

Effective the first full pay period of July 2023:

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

Position Title	New Range Number	New Annual Salary Range
Management Analyst	30	\$68,104 - \$85,053
Senior Building Inspector	34	\$75,175 - \$93,883
Recreation Supervisor	29	\$66,443 - \$82,979
Park Maintenance Supervisor	30	\$68,104 - \$85,053
Accounting Supervisor	30	\$68,104 - \$85,053
Revenue Supervisor	30	\$68,104 - \$85,053
Building Maintenance Supervisor	30	\$68,104 - \$85,053
Police Records Supervisor	31	\$69,807 - \$87,179
Dispatch Supervisor	32	\$71,552 - \$89,359
Street Maintenance Supervisor	32	\$71,552 - \$89,359
Crime Prevention Supervisor	34	\$75,175 - \$93,883
Senior Economic Development Coordinator	34	\$75,175 - \$93,883
Planner	35	\$77,054 - \$96,230
Grants & Project Administrator	36	\$78,980 - \$98,636
Senior Management Analyst	36	\$78,980 - \$98,636
Senior Fire Inspector	38	\$82,979 - \$103,629
Public Safety Radio Supervisor	39	\$85,053 - \$106,220
Informations Systems Supervisor	39	\$85,053 - \$106,220
Associate Engineer	40	\$87,179 - \$108,875
Senior Planner	41	\$89,359 - \$111,597
Principal Engineer	52	\$117,247 - \$146,425

* See salary matrix attached

- No employee will have their rate of pay decreased upon implementation of the new salary ranges.
- Annual performance increases will remain on schedule for unit members who meet department expectations on their performance evaluation.
 - Management reserves the right to increase an employee’s salary by one (1) or two (2) steps based on their performance evaluation. Any increase beyond two (2) steps must be authorized by the City Manager, within the adopted salary range.

2. COST OF LIVING ADJUSTMENT (COLA)

Effective the first full pay period of July 2024, unit employees in all classifications shall receive a two percent (2.0%) salary adjustment.

Effective the first full pay period of July 2024:

Position Title	Range Number	Salary Range with 2% COLA
Management Analyst	30	\$69,467 - \$86,754
Senior Building Inspector	34	\$76,678 - \$95,760
Recreation Supervisor	29	\$67,772 - \$84,638
Park Maintenance Supervisor	30	\$69,467 - \$86,754

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Accounting Supervisor	30	\$69,467 - \$86,754
Revenue Supervisor	30	\$69,467 - \$86,754
Building Maintenance Supervisor	30	\$69,467 - \$86,754
Police Records Supervisor	31	\$71,203 - \$88,923
Dispatch Supervisor	32	\$72,983 - \$91,146
Street Maintenance Supervisor	32	\$72,983 - \$91,146
Crime Prevention Supervisor	34	\$76,678 - \$95,760
Senior Economic Development Coordinator	34	\$76,678 - \$95,760
Planner	35	\$78,595 - \$98,154
Grants & Project Administrator	36	\$80,560 - \$100,608
Senior Management Analyst	36	\$80,560 - \$100,608
Senior Fire Inspector	38	\$84,638 - \$105,702
Public Safety Radio Supervisor	39	\$86,754 - \$108,344
Informations Systems Supervisor	39	\$86,754 - \$108,344
Associate Engineer	40	\$88,923 - \$111,053
Senior Planner	41	\$91,146 - \$113,829
Principal Engineer	52	\$119,592 - \$149,354

* See salary range scale attached.

SECTION B CERTIFICATION PAY

Full-time unit employees who possess and maintain additional certificates/licenses shall be eligible to receive twenty five dollars (\$25.00) monthly per certificate, for up to a maximum of two (2) certificates/licenses or fifty dollars (\$50.00) monthly. In no case, shall any affected unit member simultaneously receive compensation for more than two (2) certificates. Employees will not be permitted to stack more than two (2) certificates/licenses.

The Unit Member shall receive the additional compensation following authorization by the respective Department Director/Chief and the Director of Human Resources and IT.

The additional certification and licensure incentives only apply to certifications and licenses that:

- Are not mandated to meet the classification's minimum job requirement criteria; and
- Have an annual or bi-annual renewal process or examination.

An employee shall immediately notify their supervisor if they have lost their certification for any reason. Failure to maintain the appropriate certificate and provide annual proof of valid certificate/license will result in the loss of Certificate Pay.

The certificate incentive pay will commence on the 1st day of the next month after obtaining authorization and submitting proof of certificate(s)/license(s). The unit member's department will submit a personnel action form to Human Resources for the incentive pay to be added to the member's salary.

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

SECTION C ADMINISTRATIVE LEAVE PAY OUT

During the first pay period in January, upon posting of administrative leave hours, any unused administrative leave hours remaining from the previous calendar year will be automatically paid off at the current rate of pay.

ARTICLE III – LEAVE BANKS

SECTION A ANNUAL LEAVE DISCONTINUATION

Effective one full pay-period after the adoption of this MOU annual leave banks will be frozen and accruals will cease. All full-time MSA members will begin accruing the vacation/holiday/sick leave banks in lieu of annual leave as outlined in this MOU.

Employees shall have the option of converting accrued Annual Leave to cash on an hour for hour basis subject to the following: To cash out Annual Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Annual Leave hours in the following calendar year. The accrued Annual Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January.

Frozen Annual Leave:

During the initial Annual leave cash out an employee must make an irrevocable election on or before December 31st to be paid out during the first full pay period in January 2023. The optional election to cash out up to one hundred twenty (120) hours of Annual Leave shall be paid out at the member's current base rate plus incentives.

Effective December 2023, and thereafter, in no event shall the total Annual Leave hours cashed out exceed eighty (80) hours per year. The annual optional election to cash out up to eighty (80) hours of Annual Leave shall be paid out at the member's current base rate plus incentives.

Annual Leave can be used upon approval by the Director/Chief based on the needs of the department.

Upon separation from the City, remaining annual leave hours will be paid out to the employee at the member's current base rate of pay.

SECTION B VACATION LEAVE ACCRUAL

1. Accrual and Cap: Employees covered under this MOU shall accrue vacation leave and shall have a maximum vacation accrual cap in the amounts listed below. Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.

YEARS EMPLOYED (MONTHS)	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
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0 – 2 yrs (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs (157 months & thereafter)	6.15 hours	160 hours	320 hours

2. **Cash Out of Vacation Leave:** Employees shall have the option of converting accrued Vacation Leave to cash on an hour for hour basis subject to the following: To cash out Vacation Leave hours, an employee must make an irrevocable election on or before December 31st of each calendar year, in order to receive cash for Vacation Leave hours in the following calendar year. The accrued Vacation Leave hours cash out will only be given to those employees who have made the affirmative election on or before the deadline by completing a form provided by the Finance Department. Employees will receive the cash out once per year, on the regular pay date, during the first full pay period in January. Vacation shall be paid out at the member’s current base rate of pay.

- All members with a minimum of eighty (80) hours of Vacation leave may elect to cash out up to forty (40) hours annually. The annual optional election to either cash out or to convert up to forty (40) hours of Vacation Leave to the City’s Deferred Compensation 457 plan shall be paid out at the member’s current base rate.

Other Rules:

- Vacation hours shall not be accrued in excess of the annual accrual Cap based on years of service.
- *An employee shall not be eligible to take annual vacation leave during the same year it is earned (CSR&R Rule XII, Section 214,i)*
 - *City agrees to amend this Rule when CSR&Rs are updated.*
- Accrued vacation leave will be paid out at separation at the employee’s current base rate of pay.
- Vacation hours will be considered hours worked when computing overtime.

SECTION C SICK LEAVE ACCRUAL

1. **Accrual and Cap:** Employees covered under this MOU shall accrue sick leave and shall have a maximum sick leave accrual cap in the amounts listed below.

ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL	ACCRUAL CAP
3.692	96	1040

2. Sick leave may be utilized for:

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

No sick leave shall be granted prior to ninety (90) days of employment.

Sick leave may be utilized for:

- Personal illness or injury of the employee;
- Authorized emergency leave; Serious illness or injury of the employee's spouse, state registered domestic partner, or child, parents, siblings, grandparents, any of which that reside in the unit employee's residence (in accordance with Labor Code §§ 233);
- Where an employee which is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230 (c) and 230.1(a);
- Cases of quarantine;
- Where exposure to contagious diseases would endanger the health of other employees.

Other Rules:

Sick leave may be taken in increments of one-half (1/2) hour or more.

Sick leave may not be used for disapproved vacation leave.

For absences of over two (2) days, a medical certificate from a qualified physician may be required.

In order to receive compensation while absent on sick leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.

** Sick hours will not be considered hours worked when computing overtime.

** After sick leave has been exhausted, employee may use earned vacation

SICK LEAVE CASH OUT OPTIONS AT SEPARATION

OPTON 1:

Payout at separation based on years of service:

YEARS OF CONTINUOUS YEARS OF MONTEBELLO SERVICE	PAY OUT AT SEPARATION UP TO 720 HOURS BASED ON YEARS OF MONTEBELLO SERVICE
Less than five	0%
At least five but less than ten	25%
At least ten but less than fifteen	50%
At least fifteen but less than twenty	75%
Twenty or more	100%

*The City will pay out the hours to the employee at current base rate of pay.

OPTION 2 (AT RETIREMENT ONLY):

Sick Leave Conversion to Service Credit:

In accordance with Government Code Section 20965, the City will continue the process to evaluate the cost to amending its retirement contract with CalPERS to include the Sick Leave Conversion Benefit.

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

Upon amendment, employees would have the option to convert *ALL* unused sick leave hours to CalPERS service credit upon retirement from the City of Montebello.

SECTION D HOLIDAY BANK

Effective the first full pay period after the City Council's adoption of this MOU, unit employees will receive a prorated bank of holiday hours, based on their work schedules (as stated below), for the remaining holidays occurring this calendar year.

Holiday Hour Bank	Accrual/Cash Out
12 Holidays x# of regular shift hours	Automatic cash out the second (2 nd) pay period in January of each calendar year

Holidays

1. NEW YEAR'S DAY - January 1st
2. MARTIN LUTHER KING, Jr. DAY- Third Monday in January
3. PRESIDENT'S DAY- Third Monday in February
4. MEMORIAL DAY- Last Monday in May
5. JUNETEENTH - June 19th
6. INDEPENDENCE DAY- July 4th
7. LABOR DAY- First Monday in September
8. COLUMBUS DAY/INDEGINOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY- November 11th
10. THANKSGIVING DAY- Fourth Thursday in November
11. DAY AFTER THANKSGIVING - Fourth Friday in November
12. CHRISTMAS DAY - December 25th

Annual Holiday Bank

In the pay period containing January 1st of each year, a holiday bank shall be established for each unit employee at the rate of twelve (12) full-day holidays which occurs during the calendar year. The bank of hours will correlate to the employees current shift schedule.

Shift schedule	Holiday Hours Annually
4/10 schedule	120 hours
3/12 & 8 schedule	144 hours
9/80 schedule	108 hours
5/40 schedule	96 hours

Employees entering the unit during the calendar year shall have a pro-rated holiday bank established that contains all designated holidays remaining in the calendar year following their effective date of hire or entry into the unit.

Employee's whose regular schedule work-day occurs on an observed holiday may use their holiday hours at the discretion of the managing department, subject to department rules and guidelines.

Cash Out of Remaining Holiday Hours

- During the second (2nd) pay period in January of each calendar year, each unit employee shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the current base pay.

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

There shall be no carryover of any unused holiday hours from one calendar year to another.

Observation of Holidays

- Designated holidays falling on a Monday through Thursday shall be observed by the City on the actual date of the designated holiday.
- Designated holidays falling on a Friday, Saturday or Sunday those hours will be banked to each employee's holiday bank for use upon request and approval or cashed out during the second (2nd) pay period in January, if unused.

Employees Separating from the City

- Employees who leave City employment shall be paid a pro-rata amount of unused holiday time. The separating employee shall be paid all unused holiday hours equivalent to the number of recognized City holidays that occur between January 1st and the date of the employee's separation, at the current base rate of pay.

** Holiday hours will not be considered hours worked when computing overtime.

** In order to receive holiday pay an employee shall work or have approved leave time off on his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday.

SECTION E ADMINISTRATIVE LEAVE

MSA members, will receive forty (40) hours of Administrative Leave Pay per calendar year, posted during the first pay period each January.

ARTICLE IV - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", as defined by the Government Code, which define the employee contribution/cost sharing as follows:

1. **Retirement Tier 1:** Employees hired prior to January 1, 2013 or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § § 7533, et seq. These employees are also referred to as "Classic CalPERS Members".
 - a. CalPERS retirement formula is 2.7% @ 55
2. **Retirement Tier 2:** Employees Hired on or after January 1, 2013 and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members"
 - a. CalPERS retirement formula is 2.0% @ 62

SECTION B EMPLOYEE CALPERS CONTRIBUTION

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

1. Classic CalPERS Members (as defined by CalPERS):

Classic CalPERS Members pay the eight percent (8%) employee contributions toward their CalPERS pension.

2. CalPERS (PEPRA) Members (as defined by CalPERS):

New CalPERS (PEPRA) unit members, including each newly hired unit member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined and regularly adjusted by CalPERS). The current normal cost obligation for each PEPRA unit member is seven percent (7%), with potential mandated upward adjustments thereafter as determined annually by CalPERS actuarial valuation reports. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

ARTICLE V – POST RETIREMENT BENEFIT PROVISIONS

SECTION A 401 (a) and (h) RETIREMENT BENEFIT

All recognized full time members will be enrolled in the established City of Montebello 401(a) and (h) retirement plan upon achieving their one year anniversary of employment with the City. Vesting in the 401 (a) and (h) plan will occur at the members five (5) year anniversary of recognized full time employment with the city.

The monthly accrual rates for all qualified members will be determined by years of service with the City of Montebello and based upon the following schedule:

Years of City of Montebello Service	Monthly Contribution Amount
1 year to 12 years	\$10
12 years to 16 years	\$50
16 years to 20 years	\$75
20 years to 24 years	\$100
24 years +	\$125

Years of service with the City of Montebello will include all years of service as a recognized full time employee, even if there has been a break in service to the City, with the exception that any employee who retired between November 1, 1999 and January 2, 2002, who returned to work for the City of Montebello returned as a new employee for the purposes of 401 (h) benefits.

*Monthly contributions occur the 1st of each month.

*There are no partial credits of monthly contributions for members separating from City service before the last day of the month of retirement.

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

ARTICLE VI - MISCELLANEOUS PROVISIONS

SECTION A UNIT WORK SCHEDULES

1. Members of this unit may be assigned to the following work schedules dependent on organizational need.

4/10 Work Schedule
9/80 Work Schedule
5/40 Work Schedule
3/12 & 8 Work Schedule

2. Work Schedule Changes: Work schedule changes shall require a minimum of fourteen (14) calendar days' notice, except in the case of an emergency as determined by management.
- 3.

SECTION B MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to prohibit the City from exercising all management rights and prerogatives except those expressly waived in this agreement. The City has all rights to manage the City including the establishing of rules, directives and orders except those expressly waived by this agreement. It is recognized that, except as expressly provided in this agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct affairs of the City in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge in compliance with employment law; to make and enforce.

SECTION C AVOIDANCE OF INEQUITIES

The City Manager shall possess the authority to promote equity and equality, directly and indirectly, to reduce instances of poverty. The authority of the City Manager shall encompass but not limited: to adjustment of the distribution of unequal and/or unjust resources and opportunities among employees of City of Montebello, to treat people uniquely by public policy to compensate for different circumstances, to adjust pay increases wherein inequity is present, to boost social cohesion and reduce political conflict.

SECTION D SHARED AGREEMENT CLAUSE

Nothing in this Agreement shall limit the Parties' ability to mutually agree, in writing, to implement different terms than those provided in this Agreement.

THE CITY OF MONTEBELLO SUPERVISORS' ASSOCIATION

ARTICLE VII - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for three and one-half (3 ½) years. **From 1/1/2022 To 6/30/2025.**

 6/17/22

Vanessa Padilla-Nava **Date**

Montebello Supervisors' Association President

 6/6/22

René Bobadilla **Date**

City Manager



EXHIBIT A

The Montebello Supervisors' Association

REPRESENTED CLASSIFICATIONS

Accounting Supervisor

Associate Engineer

Building Maintenance Supervisor

Crime Prevention Supervisor

Dispatch Supervisor

Grants & Project Administrator

Informations Systems Supervisor

Management Analyst

Park Maintenance Supervisor

Planner

Police Records Supervisor

Principal Engineer

Public Safety Radio Supervisor

Recreation Supervisor

Revenue Supervisor

Senior Building Inspector

Senior Economic Development Coordinator

Senior Fire Inspector

Senior Management Analyst

Senior Planner

Street Maintenance Supervisor



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2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

- A.** The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.
- B.** The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.
- C.** The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

- A.** Employees must submit in writing a request to test for Bilingual Pay.
- B.** Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.
- C. *Testing:***
 - 1.** Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.
 - 2.** The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's

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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. Compensation: Compensation shall be based on Bargaining Unit agreements:

Prior to May 2022:

Bargaining Unit	Monthly Incentive
Montebello Firefighters' Association	\$100
Montebello Fire Management Association	\$100
Montebello Police Officers' Association	\$100
Montebello Police Management Association	\$100
Montebello Supervisors' Association	\$80
Montebello Mid-Management Association	\$70
Montebello City Employees' Association	\$80
Montebello Management Professionals' Association	\$80
Un-represented full-time	\$80

Effective July 1, 2022:

The Bilingual incentive will be based on the following criteria, and compensation for successfully passing an assessment for each (one language only):

- Speaking - \$50.00 per month
- Writing - \$50.00 per month
- Reading - \$50.00 per month

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- A. Staff currently receiving the bilingual incentive do not have to test again, unless they want to upgrade to the new three-pronged criteria and earn the increased compensation as outlined above.
- B. Bilingual incentive will be calculated into overtime compensation when applicable.
- C. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
- D. **Administration:** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 04/27/2022)



**City of Montebello, California
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2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide “Bereavement Leave” to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

- A. “*Immediate family member*” shall mean the employee’s parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild (including “Step” family members).
- B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, that will not be charged against their accrued annual or sick leave.
- C. In the event more than one request for use of bereavement leave per annum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.
 - 1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.
 - 2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.
- D. Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

- A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.
 - 1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.

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2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued annual or sick hours shall be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours
Montebello City Employees' Association	30 hours
Montebello Management Professionals' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 04/27/22)

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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the agreed upon amount for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior laterals continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn

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police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 7% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A., beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

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E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full- time City MPMA unit service, an MPMA unit member shall receive 13% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Beginning the first pay period after **June 26, 2019**, each unit member with ten (10) years aggregate service as a full-time City sworn fire personnel unit member shall be eligible for longevity pay. Thereafter, each unit member who attains ten (10) years aggregate service as a full- time City sworn fire personnel unit member shall be eligible for longevity pay.

Longevity pay shall consist of:

A. A (3%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 14th year.

B. The (3%) base salary increase shall be increased to a (4.5%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 19th year.

C. The (4.5%) base salary increase shall be increased to a (6%) base salary increase at the completion of twenty (20) years aggregate active service as a full- time City of

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Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (6%) base salary increase shall be increased to a (7.5%) base salary increase at the completion of twenty- five (25) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full- time City sworn personnel unit member service.

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after **June 26, 2019**, each MMMA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

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D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Beginning the first pay period after **May 15, 2019**, each MSA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

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E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION

A. Beginning the first pay period after **April 22, 2019**, each MCEA unit member with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full-time service	1.5 % base salary increase
After 15 years of full-time service	2.5 % base salary increase
After 20 years of full-time service	3.5 % base salary increase
After 25 years of full-time service	5.0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

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E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

MONTEBELLO FIREFIGHTERS' ASSOCIATION

A. For longevity purposes only, the following shall count as LATERAL SWORN FIRE SERVICE:

For full-time City of Montebello employees who are in the MFA unit as of October 1, 2019, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, or fire captain shall count toward years of longevity.

Each unit member with ten (10) years aggregate service as a full-time sworn Fire Service unit member shall be eligible for longevity pay. Thereafter, each unit member who attains ten (10) years aggregate service as a full-time firefighter shall be eligible for longevity pay. Longevity pay shall consist of:

B. Beginning with the first pay period after completion of ten (10) years aggregate active service as a full-time City firefighter unit member and continuing through the completion of the unit member's 15th year of full-time City firefighter unit member service, the unit member shall receive 3% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.

C. Beginning with the first pay period after completion of fifteen (15) years aggregate active service as a full-time City firefighter unit member and continuing through the completion of the unit member's 20th year of full-time City firefighter unit member service, the unit member shall receive 4½% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.

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D. Beginning with the first pay period after completion of twenty (20) years aggregate active service as a full-time City firefighter unit member and continuing through the completion of the unit member's 25th year of full-time City firefighter unit member service, the unit member shall receive 6% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.

E. Beginning with the first pay period after completion of twenty-five (25) years aggregate active service as a full-time City firefighter unit member and continuing for the unit member's remaining years of full-time City firefighter unit member service, the unit member shall receive 7.5% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective July 1, 2019:

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full-time City of Montebello employees who are in the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA unit members who join the MPOA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department

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member, only verifiable prior lateral continuous service as a full-time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A. beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 7% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

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E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the unit member's remaining years of full-time City MPOA unit service, an MPOA unit member shall receive 13% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION **FULL-TIME NON-REPRESENTED EMPLOYEES**

A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1.5 % base salary increase
After 15 years of full- time service	2.5 % base salary increase
After 20 years of full- time service	3.5 % base salary increase
After 25 years of full-time service	5.0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

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D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

(Revised: 04/27/2022)

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2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. **Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck.** The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

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G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of \$1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of \$2,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

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(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 07/28/21)



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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

- A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.
- B. **TOTAL COMPENSATION PHILOSOPHY:** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:
 1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
 2. The City's total compensation package shall comply with all applicable state and federal laws.
 3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

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- C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

- A. **Compensation (Salary) Schedules:** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.
- B. **Benefits:** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

- a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code.

D. HEALTH INSURANCE CITY CONTRIBUTION

- a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION)
1 Party	Full coverage
2 Party	\$840.00
3 Party	\$1,090.00

- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:

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- i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

- a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
- b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
- c. The monthly Medical Insurance Opt-Out incentive is \$350.00
- d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
- e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
- f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City's approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

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(Revised: 03/21/95; 07/28/21)



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2.060.516 Jury Duty Compensation

Purpose

To establish a policy and define the procedure to be utilized concerning jury duty.

Policy

A. An employee of the City, who is in receipt of a juror summons and is required to serve, shall be paid up to 10 days of regular salary and benefits during each fiscal year while engaged in such activity on his or her regularly scheduled work days.

B. Compensation shall extend beyond the 10 days of salary and benefits only if the employee presents to the City a certified court document showing that a trial counsel and/or an official of the court estimated that the trial for which the employee was selected as a juror had been estimated to be concluded within the number of days remaining on the employee-juror's service period, not exceeding a maximum of 10 days. Under such circumstances, the employee shall receive his/her regular salary, minus any payments or fees received as a juror. The employee must remit any court or jury duty payments, excluding mileage reimbursement, to the City of Montebello.

Procedure

A. Upon receipt of a jury summons, the employee is to notify his/her immediate supervisor, providing a copy of the summons, and follow all court-required procedures.

B. At the first available opportunity after reporting to the court for service, the employee should notify the jury supervisor or appropriate court official that he or she is limited to 10 days of paid service.

C. Many courts utilize a system requiring jurors to call in daily to receive assignment. The employee must notify his or her supervisor of the "call in"

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status. Unless ordered to report to court for service, the employee must report to work, if it is a regular workday. If ordered to report to court for active service, the employee must immediately notify his or her supervisor of the court assignment.

- D. Upon being released from jury service, the employee must present proof of service from the court to his or her immediate supervisor on the next working day following the conclusion of service.

- E. Any jury duty payment received from the court, minus mileage payment, which may be retained by the employee, shall be forwarded to the Payroll Division of the Finance Department upon return to work.

(Prior Policy #V-B-16, 07/09/82; AUTHORITY: C/ADMIN)

(Revised: 07/09/82, 09/90, 09/96, 12/13/96; 12/05; 07/28/21)

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2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>
A.A. or Intermediate POST	\$250/month
B.A./B.S. or Advanced POST	\$400/month

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

Supervisory Certificate	\$150/month
Management Certificate	\$150/month

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

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MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first pay period after MFMA ratification and City Council adoption of this MOU, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

- A. \$ 250/ month for Firefighter 1 Certificate or AA/AS or 60 units
- B. \$ 400/ month for Firefighter II Certificate or BA/ BS or 120 units
- C. \$ 600/ month for Company Officer Certificate

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to increase education incentive pay as follows:

<u>DEGREE OR CERTIFICATE</u>	<u>INCREASE FROM</u>	<u>INCREASE TO</u>
A.A. or Intermediate POST	\$150/month	\$250/month
B.A./B.S. or Advanced POST	\$300/month	\$400/month

Supervisory \$150/month

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificate. Instead, the total the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory POST certificate in the amount of \$150/month. This supplemental educational incentive pay for possessing a supervisory POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

MONTEBELLO CITY EMPLOYEES' ASSOCIATION
MONTEBELLO MID-MANAGEMENT ASSOCIATION
MONTEBELLO SUPERVISORS' ASSOCIATION
MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION
UNREPRESENTED FULL-TIME EMPLOYEES

Full-time employees in the MCEA, MMMA, MSA, MMPA AND Unrepresented Full-time employees will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree \$200.00 per month

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Master's or Doctoral Degree \$400.00 per month

Education Incentive pay will commence on the 1st day of the next month after submitting proof of Education to their department. The unit member's department will submit a personnel action form to Human Resources for the education incentive pay to be added to the member's salary.

(Revised: 04/27/2022)