

**RESOLUTION NO. 22-71**

**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 EXECUTIVE MANAGEMENT ASSOCIATION EMPLOYEES UPON RATIFICATION THROUGH JUNE 30, 2024**

**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 MEMA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (ATTACHMENT C).

**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 MEMA upon ratification through June 30, 2024 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 24<sup>th</sup> day of August 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 ) SS:  
CITY OF MONTEBELLO )



I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-71 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 24<sup>th</sup> day of August 2022 and that said Resolution was adopted by the following vote, to-wit:

**AYES:** Jimenez, Melendez, Cobos-Cawthorne  
**NOES:** Peralta, Torres  
**ABSTAIN:** None  
**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: 8/24/2022

  
Christopher Jimenez, City Clerk

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF MONTEBELLO  
AND  
MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION



THROUGH JUNE 30, 2024

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# THE CITY OF MONTEBELLO EXECUTIVE MANAGEMENT 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 Executive Management Association (MEMA)**, and have reached an agreement to recommend that the City Council take the actions identified in this comprehensive 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 20-74 adopted by the City Council on September 9, 2020. Except as otherwise modified herein, existing wages, hours and other terms and conditions for employment shall remain in full force and effect.

## **ARTICLE I – IMPLEMENTATION**

### **SECTION A     TERM**

Period Covered: Upon ratification to 6/30/2024.

### **SECTION B     RECOGNITION**

The **Montebello Executive Management Association (MEMA)**, is the exclusive representative of the "at-will" 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     PROFESSIONAL COMMITMENT**

ICMA-Code of Ethics:

The Parties acknowledge that the Executive Management employees are committed to the ideals of the International City/County Management Association ("ICMA"). The Parties mutually desire that the Executive Management employees are subject to and comply with the ICMA Code of Ethics. The City and the City Council agree that neither the City Council nor any of its members will give the Executive Management employees any order, direction, or request that would require the Executive Management employees to violate the ICMA Code of Ethics.

City Council Commitments:

1. The City Council sets policy for the governance and administration of the City, and implements its policies through the City Manager.
2. Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees and officers solely through the City Manager

## THE CITY OF MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

or the City Manager's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately.

3. Except for the purpose of inquiry, the City Council and its members shall deal with all contractors and consultants solely through the City Manager or the City Manager's designee, and neither the City Council nor any member thereof shall give orders to any contracted third party of the City, either publicly or privately.

4. The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment under the supervision and control of the City Manager.

5. The City Council agrees to proactively create and maintain a respectful, safe and comfortable workplace, free of harassment, retaliation or discrimination, where individual differences are welcomed and valued.

6. The City Council agrees that any criticism of a City staff member, including the City Manager, shall not be done publicly through any communication medium, both virtually and physically, but shall be done privately through the City Manager.

7. The City Council agrees that all communication, both written and oral, with the City Manager and all subordinate employees, shall be done with respect and dignity to promote an environment of civility and professionalism.

8. Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Manager. The City Manager shall take orders and instructions from the City Council in accordance with the Montebello Municipal Code 2.04.

### **SECTION E 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 certain existing City codes, rules, and policies.

Incorporation of 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 appendices 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

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 FIRE CHIEF "CARVE OUT"**

Fringe benefits and working conditions contained herein apply to Fire Chief Fernando Pelaez, except where such fringe benefits and working conditions are inconsistent with the terms and conditions of prior employment contracts between the City and Fire Chief Pelaez. To that end,

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Fire Chief Pelaez will retain any benefits previously provided that are not so enumerated in this MOU. Any Fire Chief hired to succeed Fire Chief Pelaez will follow MEMA MOU provisions as they exist at the time.

**SECTION F 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 salary tables below, closest to their current rate of pay at the time City Council approves this MOU, without being less than their current rate of pay.

**Effective first full pay period upon ratification:**

<b>Position Title</b>	<b>New Range Number</b>	<b>New Annual Salary Range</b>
Assistant City Manager	74	\$201,848-\$252,081
Police Chief	72	\$192,122-\$239,934
Fire Chief	71	\$187,436-\$234,082
Director of Public Works/City Engineer	69	\$178,405-\$222,803
Director of Finance	68	\$174,053-\$217,369
Director of Human Resources	68	\$174,053-\$217,369
Director of Transportation	66	\$165,666-\$206,895
Director of Planning and Community Development	65	\$161,626-\$201,848
Director of Public Affairs/Information Technology	65	\$161,626-\$201,848
Director of Recreation and Community Services	64	\$157,684-\$196,925

\* See salary matrix attached



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**Effective the first full pay period of July 2023 (no change):**

<b>Position Title</b>	<b>New Range Number</b>	<b>New Annual Salary Range</b>
Assistant City Manager	74	\$201,848-\$252,081
Police Chief	72	\$192,122-\$239,934
Fire Chief	71	\$187,436-\$234,082
Director of Public Works/City Engineer	69	\$178,405-\$222,803
Director of Finance	68	\$174,053-\$217,369
Director of Human Resources	68	\$174,053-\$217,369
Director of Transportation	66	\$165,666-\$206,895
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Director of Public Affairs/Information Technology	65	\$161,626-\$201,848
Director of Recreation and Community Services	64	\$157,684-\$196,925

\* See salary matrix attached

- No employee will have their rate of pay decreased upon implementation of the new salary ranges.
- Members will be eligible for a step increase annually on their work anniversary.
  - City Manager may appoint at any step in the range based on Executive Management employee's skills, experience, knowledge and/or combination of abilities.
  - City Manager reserves the right to increase an employee's salary by one (1) step, two (2) steps or beyond within the adopted salary range based on their performance evaluation.
  - Should other employee groups receive salary adjustments during the effective term of the MOU, then the Executive Management employees shall also receive the average of the adjustments across all groups at the time they become effective.
  - Members shall be eligible for an annual, non-base pay building, non-PERSable merit based incentive pay stipend if the member is at the maximum step of the salary range. The incentive is performance based, and under the sole discretion of the City Manager. Department Directors, including the Police Chief and Fire Chief, may receive up to four thousand dollars (\$4,000), to be paid on the employee's anniversary date for each qualifying year. The Assistant City Manager may receive up to six thousand dollars (\$6,000), to be paid on the employee's anniversary date for each qualifying year.

**SECTION B TECHNOLOGY STIPEND**

Executive Management employees shall receive a monthly technology stipend of one hundred and fifty dollars (\$150) only if the employee does not accept a City provided cellular phone.

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## **SECTION C     AUTO ALLOWANCE**

Executive Management employees shall receive a monthly auto allowance of five hundred and fifty dollars (\$550), in-lieu of a City-provided vehicle.

## **SECTION D     DEFINED CONTRIBUTION PLAN**

1. The City shall establish a defined contribution plan for Executive Management employees.
2. The Employer shall contribute two percent (2.0%) of the employee's base salary to the defined contribution plan. The Employee shall contribute two percent (2%) of the employee's base salary to the defined contribution plan.

## **SECTION E     SEVERANCE PAY**

1. An Executive Management employee whose position is abolished or vacated by a reduction in work load or lack of funds, or by mutual consent for convenience by the City Manager, or who is involuntarily removed from their position out of convenience will receive, upon termination, severance pay. Severance pay as authorized by the City Manager, shall be provided as follows:

- Upon hire – 6 months service: determined by City Manager, but not to Exceed 6 months
- 7 months – 36 months service: 6 months' severance
- 37 months and greater service: 12 months' severance

For Executive Management employees removed from their position per above, those eligible to receive six (6) months or greater severance shall have three (3) months of severance paid in regular, bi-weekly installments coinciding with the City's usual payroll. At the end of three (3) months, any remaining severance due shall be paid in a single, lump-sum payment.

The Executive Management employee can only be terminated by a permanent City Manager. That is, an individual serving in the role as "Acting" or "Interim" or is serving in any capacity other than a permanently appointed City Manager shall not have the authority to terminate the Executive Management employee.

If the Executive Management employee is terminated within sixty (60) days prior to or following any City Council election, the employee shall be entitled to additional severance pay of three (3) months in addition to the severance pay described above. Such severance pay described in this section shall be paid in a single, lump-sum payment.

The displaced Employee shall also receive paid health, dental and vision insurance (at the Employee's current coverage) or shall continue to receive the amount of the Health Insurance Cash-Out the displaced Employee was receiving at the time of separation. The amount of paid health/dental/vision insurance coverage or Health Insurance Cash Out shall be equal to the length of the severance pay that was granted under this section.

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In consideration of receipt of the severance pay and benefits described in this section, the terminated Executive Management employee will be required to sign a separation agreement provided by the City Attorney.

### 2. Termination for Cause:

Notwithstanding the above, nothing in this MOU shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of any Executive Management employee for good cause. For purposes of this MOU the term "good cause" is defined as follows:

- a. Any felony conviction under California law.
- b. Any misdemeanor or felony conviction of a crime involving theft, embezzlement, moral turpitude, conflict of interest or violations of the Political Reform Act.
- c. Willful or persistent material breach of duties.
- d. Engaging in conduct tending to bring embarrassment of disrepute to the City.
- e. Engaging in unlawful discrimination or harassment of employee(s) or any third party while on City premises or on City time.
- f. Unauthorized absences.

In the event any Executive Management employee is terminated for good cause as provided herein, the City shall have no obligation to pay the severance benefits designated in the above section.

## **ARTICLE III- ADDITIONAL INSURANCES**

### **SECTION A      LIFE INSURANCE**

a) Executive Management employees shall be provided a Group Basic Life and Accidental Death & Dismemberment Insurance policy in an amount equal to their annual salary up to \$150,000.

b) A voluntary employee-paid Life insurance policy shall be offered to Executive Management Employees. Employees may purchase an amount of insurance up to \$300,000 in multiples of \$10,000. Employees may cover their spouse up to \$300,000 in multiples of \$10,000. Amounts Of insurance for dependent children are \$2,000, \$5,000 or \$10,000.

### **SECTION B      SHORT AND LONG TERM DISABILITY INSURANCE**

The City shall provide Executive Management employees with Group Short Term and Long Term Disability Insurance. If an Employee becomes disabled, the City paid coverage will pay the Employee a percentage of their basic monthly earnings, subject to a maximum amount and waiting period required: 29 days for short term disability and 180 days for long term disability.

## **ARTICLE IV – LEAVE BANKS**

### **SECTION A      VACATION LEAVE ACCRUAL**

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1. Accrual: Employees covered under this MOU shall accrue vacation leave in the amounts listed below. Vacation hours accrued shall be based on continuous years of service.
2. The City Manager may authorize leave accrual upon hire/appointment based on the incumbent's total, prior years of service with other public agencies.

CONTINUOUS YEARS OF SERVICE (MONTHS)	ACCRUAL PER PAY PERIOD
0 – 4 yrs. (0 – 48 months)	7.4615 hours
5 – 14 yrs. (60 – 168 months)	9.00 hours
15 + yrs. (180+ months)	10.5385 hours

2. Vacation Leave Cash Out: 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 Leave shall be paid out at the member's current base rate of pay.

All members with a minimum of one hundred twenty (120) hours of Vacation leave may elect to cash out up to eighty (80) hours annually. The annual optional election to either cash out or to convert up to eighty (80) 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:**

- Accrued vacation leave will be paid out at separation at the employee's current base rate of pay.

**SECTION B 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	2080

2. 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);

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- Where an employee which is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230 © 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 provide notice , at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report as soon as the situation reasonably allows.

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

### **SICK LEAVE CASH OUT OPTIONS AT SEPARATION**

#### **OPTON 1:**

Upon separation of employment, the City will contribute one hundred percent (100%) of the employee's unused Sick Leave balance to a defined contribution plan at the maximum contribution limit amount set by the IRS. Upon reaching the maximum amount set by the IRS in a calendar year the City will pay out the remaining balance to the employee at their 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. Upon amendment, employees would have the option to convert any unused Sick Leave hours to CalPERS service credit upon separation from the City of Montebello.

### **SECTION C 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 number(10) of regular shift hours	Automatic cash out the second (2 <sup>nd</sup> ) pay period in January of each calendar year

Holidays

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1. NEW YEAR'S DAY - January 1<sup>st</sup>
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 19<sup>th</sup>
6. INDEPENDENCE DAY- July 4<sup>th</sup>
7. LABOR DAY- First Monday in September
8. COLUMBUS DAY/INDEGINOUS PEOPLE'S DAY- Second Monday in October
9. VETERAN'S DAY- November 11<sup>th</sup>
10. THANKSGIVING DAY- Fourth Thursday in November
11. DAY AFTER THANKSGIVING - Fourth Friday in November
12. CHRISTMAS DAY - December 25<sup>th</sup>

**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.

<b>Shift schedule</b>	<b>Holiday Hours Annually</b>
4/10 schedule	120 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.
- 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 (2<sup>nd</sup>) 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.

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

### **SECTION D      ADMINISTRATIVE LEAVE**

Members will receive eighty (80) hours of Administrative Leave during the first full pay period each fiscal year. Upon posting administrative leave hours, any unused administrative leave hours remaining by the second pay period in July from the previous fiscal year will be automatically paid off at the current base rate of pay.

### **SECTION E      LEAVE DEDUCTIONS**

Executive Management employees shall not be deducted leave time (either sick, vacation, flexible, or administrative leave as appropriate) for absences from work for periods of less than two hours. Under extenuating circumstances, the City Manager shall have the authority to approve absences up to four hours without requiring a charge against an employee's leave bank.

## **ARTICLE V - 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
  - b. Single highest year final compensation (Government Code §20042)
  - c. Pre-Retirement Option 2W Death Benefit (Government Code §21548)
  - d. Post-Retirement Survivor Allowance to Continue After Remarriage (Government Code §21635)
  - e. Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Government Code §21354)
  - f. 2% Annual Cost-of-Living Allowance increase (Government Code §21329)
  - g. \$500 Retired Death benefit (Government Code §21620)
  - h. Prior Service (Government Code §20055)

## THE CITY OF MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

- i. Supplemental Social Security Administration (SSA) Coordination
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
  - b. Three (3) year average final compensation period (Government Code §20037)
  - c. New Members shall contribute at least 50% of the total normal cost rate as defined by CalPERS or the current rate of similarly situated employees, whichever is greater.
  - d. All of the benefits listed above in Section a) from number 3 to number 12

### **SECTION B     EMPLOYEE CALPERS CONTRIBUTION**

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 VI- POST RETIREMENT BENEFIT PROVISIONS**

### **SECTION A     RETIREE HEALTH BENEFITS**

- 1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime.
- 2) The Retiree Health Benefit will not apply to the employee's survivors.
- 3) To be eligible, the unit member:
  - a) Must currently be employed as an active full-time member of the MEMA;
  - b) Must retire directly from the City of Montebello;



## THE CITY OF MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION

c) Must have at least fifteen (15) full- time years of active City service at the time of service retirement the fifteen (15) years does not have to be the result of contiguous employment however, the employee's last five (5) years of employment immediately prior to retirement must be as an active, full-time employee of the City, or at least ten (10) full years of active City service at the time of disability retirement. To be eligible for lifetime retiree medical benefits, all fifteen (15) years of service (ten (10) years for disability retirement) must be within the City of Montebello. Prior lateral service does not count toward retiree health benefits.

4) The monthly benefit will be determined by the number of full years of City service multiplied by twenty five dollars (\$25.00). The maximum benefit allowable will be calculated at twenty-five (25) years of City service. Examples of the calculations are as follows:

15 years of City service multiplied by \$25.00 (15x \$25.00) = \$375 per month

25 years of City service multiplied by \$25.00 (25x\$25.00) = \$625 per month, maximum benefit.

5) The monthly amount payable will be reduced by any amount paid by the City on the retiree's behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.

6) The City will issue a warrant to the retired employee on a monthly basis for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion.

All full- time unit members commencing the month following one full month of retirement and continuing through the period prescribed by law, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan in order for the City to be obligated to pay the prescribed premium.

### **ARTICLE VII - MISCELLANEOUS PROVISIONS**

#### **SECTION A     PHYSICAL EXAMINATIONS**

Executive Management employees shall annually receive a City-paid comprehensive physical medical examination from Scripps Center for Executive Health, or comparable service provider as authorized by the City Manager. The City shall pay the cost of the "Whole Person Examination" and shall cover the cost of lodging for one night on a reimbursement basis upon presentation of appropriate document and receipts.

#### **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





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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 1<sup>st</sup> of the next month.

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

#### **Prior to May 2022:**

<b>Bargaining Unit</b>	<b>Monthly Incentive</b>
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)



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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 (7<sup>th</sup>) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11<sup>th</sup> 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 (12<sup>th</sup>) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19<sup>th</sup> 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 (20<sup>th</sup>) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25<sup>th</sup> 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 (26<sup>th</sup>) 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**

Effective the first (1<sup>st</sup>) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MFMA unit, 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, fire captain, or fire battalion chief shall count toward years of longevity.

Effective the first (1<sup>st</sup>) full pay period after MOU adoption, Longevity pay shall consist of:

**A.** A (4%) base salary increase at the completion of five (5) 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 10<sup>th</sup> year.

**B.** The (4%) base salary increase shall be increased to a (7%) 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 15<sup>th</sup> year.

**C.** The (7%) base salary increase shall be increased to a (10%) base salary increase at the completion of fifteen (15) 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 20<sup>th</sup> year.

**D.** The (10%) base salary increase shall be increased to a (13%) base salary increase at the completion of twenty (20) 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).

#### **FULL-TIME NON-REPRESENTED EMPLOYEES**

#### **MONTEBELLO MANAGEMENT PROFESSIONALS' ASSOCIATION**

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.

**MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION**

A. Effective the first (1<sup>st</sup>) full pay period after MOU adoption, for full-time City of Montebello employees who are in the MEMA unit, all continuous service as an active, full-time City of Montebello employee, plus any verifiable prior collective public service with another public agency as an active, full-time employee shall count toward years of longevity.

5-9	years of full- time service	\$730.38	monthly amount
10-14	years of full- time service	\$1,278.17	monthly amount
15-19	years of full-time service	\$1,825.96	monthly amount
20+	years of full-time service	\$2,373.75	monthly amount

B. At the completion of five (5) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 9th year.

C. At 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.

D. 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.

E. At twenty (20) years of aggregate full-time City service and the unit member shall continue to receive thereafter.



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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, and members of the Montebello Executive Management Association who's members have an annual maximum of \$3,000.**

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.**

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

(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.

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3. Salaries are managed through a simple, clear program that is consistent with the City’s strategic and organizational objectives.

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. [MPOA 1985 MOU]

**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

[2008 reopener]

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- b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:
  - 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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#### **MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION**

##### **A. HEALTH INSURANCE**

City shall pay a portion of the cost of any health insurance plan selected by Employee, for the Employee and his/her family, from those plans made available to all City employees. The City contribution to the monthly premium for any medical insurance plan selected shall be capped at the same rate as the CalPERS Kaiser LA 3-party monthly premium.

##### **B. HEALTH INSURANCE CASH OUT**

Upon proof of coverage of insurance, the employee may opt out of City-provided insurance coverage. In such a case, the Executive Management employee shall receive the monthly cash equivalent of eighty percent (80%) of the CalPERS Kaiser LA 3-party monthly premium.

##### **C. DENTAL AND VISION INSURANCE**

The City shall pay the entire premium on behalf of the employee during the period of that employee's employment. The insurance premium payable for the covered retired employee will be consistent with the general employee's amount towards dental and vision insurance based on the plan, and paid out throughout the employee's lifetime or until the employee qualifies for Medicare under the Federal Social Security Act.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/12/21;8/15/22)



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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 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
Master's or Doctoral Degree	\$400.00 per month

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Education Incentive pay will commence on the 1<sup>st</sup> 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.

#### **MONTEBELLO EXECUTIVE MANAGEMENT ASSOCIATION**

Employees in the MEMA group, employees will receive an education incentive based on the highest completed degree. Degree incentive is not stackable.

Bachelor's Degree	\$200.00 per month
Master's or Doctoral Degree	\$400.00 per month

Education Incentive pay will commence on the 1<sup>st</sup> 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: 08/08/2022)