

RESOLUTION NO. 22-33

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 FIREFIGHTERS ASSOCIATION (MFA) 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 MFA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (ATTACHMENT B).

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 MFA 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.

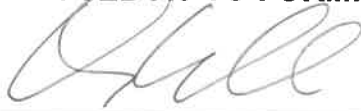

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 22-33

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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. 22-33 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 FIREFIGHTERS' ASSOCIATION**



FOR JANUARY 1, 2022 THROUGH JUNE 30, 2025

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THE CITY OF MONTEBELLO FIREFIGHTERS' 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 Firefighters' Association (MFA)**, 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 21-68 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: 3 ½ (three and one-half) years. From 1/1/2022 to 6/30/2025.

SECTION B RECOGNITION

The **Montebello Firefighters' Association (MFA)** is the exclusive representative of the employees within the classifications of Fire Captain, Fire Engineer, and Firefighter 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 certain 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 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. 2.060.528 Education Incentive Pay

THE CITY OF MONTEBELLO FIREFIGHTERS' 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 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 PROVISIONS

1. PLACEMENT ON NEW SALARY MATRIX

Positions covered under this MOU shall be placed on the new salary range (number) as follows, effective on the dates noted below.

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	New Range Number	New Annual Salary Range
Firefighter	34	\$75,175 - \$93,883
Fire Engineer	40	\$87,179 - \$108,875
Fire Captain	46	\$101,101 - \$126,262

* See salary matrix attached

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

Effective the first full pay period of July 2022:

Position	New Range Number	New Annual Salary Range
Firefighter	35	\$77,054 - \$96,230
Fire Engineer	40	\$87,179 - \$108,875
Fire Captain	46	\$101,101 - \$126,262

* See salary matrix attached

Effective the first full pay period of July 2023:

Position	New Range Number	New Annual Salary Range
Firefighter	35	\$77,054 - \$96,230
Fire Engineer	40	\$87,179 - \$108,875
Fire Captain	46	\$101,101 - \$126,262

* 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	Range Number	Salary Range with 2% COLA
Firefighter	35	\$78,595 - \$98,154
Fire Engineer	40	\$88,923 - \$111,053
Fire Captain	46	\$103,123 - \$128,787

* See salary range scale attached.

SECTION B MOVE-UP PAY

An employee assigned to and acting in a classification higher than the employee's regularly assigned classification shall receive a premium pay of ten percent (10%) for the hours assigned to that higher classification. The premium pay will be calculated on the base rate of pay.

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

SECTION C PARAMEDIC BONUS - FIREFIGHTER

Paramedic Bonus is fifteen percent (15%) above firefighter pay upon accreditation by the Los Angeles Department of Health Services. Upon promotion to the position of Fire Engineer, a Firefighter who is receiving a paramedic bonus will be appointed at the salary step in the Fire Engineer range which is one step below the step held in the Firefighter range. To ensure no loss in pay, the difference between the salary step in the Engineer's range and his/her previous Firefighter base pay plus paramedic bonus will continue to be provided as a bonus until a salary step increase is granted, i.e. at least eighteen (18) months.

SECTION D PARAMEDIC RECERTIFICATION PROGRAM

Effective January 1, 2022, the City agrees to reimburse the MFA members the current cost of recertification fees for the California State Paramedic license. Paramedic recertification bonus to be paid every two years upon successful completion of the recertification process.

SECTION E UNIFORM/EQUIPMENT ALLOWANCE

The City agrees to provide a total uniform/equipment allowance to unit members of seven hundred fifty dollars (\$750) annually. Paid during the second (2nd) pay period in August each year.

SECTION F BEREAVEMENT

The City ensures that bereavement leave is counted as hours worked for purposes of calculating overtime.

SECTION G CERTIFICATE PAY IN RANK

Effective January 1, 2022, Fire Engineers and Fire Captains who possess and maintain their California / Los Angeles County Department of Health Services certifications shall be eligible to receive the following non-stackable incentives:

<u>Certificate/License</u>	<u>Incentive</u>
EMT	3% of base rate
or	
Paramedic	8% of base rate

ARTICLE III - 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 Government Code, which define the employee contribution/cost sharing as follows:

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

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.”

The current retirement formula is 3% at 50.

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”

The current retirement formula is 2.7% at 57

SECTION B EMPLOYEE CONTRIBUTIONS TO CALPERS

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

Classic CalPERS Members pay the 9% employee contributions toward their CalPERS pension. Each Classic CalPERS unit member shall also contribute an additional (3%) of the employee member contribution of pensionable income to CalPERS for a total obligation by each Classic CalPERS unit member of (12%).

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 12.25%, with potential mandated upward adjustments thereafter as determined annually by CalPERS actuarial valuation process. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

ARTICLE IV- POST RETIREMENT BENEFIT PROVISIONS

SECTION A RETIREE HEALTH BENEFITS

Full-time unit members hired prior to April 22, 2019:

The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the Memorandum of Understanding between the City and MFA for the 2008 Re-Opener negotiations, to all full-time unit members hired prior to the date this Tentative Agreement is adopted by the City Council. The terms and eligibility requirements remain as follows:

- a. The Retiree Health Benefit will be paid to eligible members throughout the employee’s lifetime or until the employee qualifies for Medicare under the federal Social Security Act.

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

- b. The Retiree Health Benefit will not apply to the employee's survivors.
- c. To be eligible, the unit member:
 - i. Must currently be employed as an active full-time safety unit member of MFA;
 - ii. Must be at least 50 years of age (no minimum age requirement for disability retirement)
 - iii. Must retire directly from the City of Montebello;
 - iv. Must have at least 15 full-time years of active City service at the time of service retirement (the 15 years does not have to be the result of contiguous employment however, the employee's last five years of employment immediately prior to retirement must be as an active, full-time employee of the City), or at least 10 full years of active City service at the time of disability retirement.
- d. The monthly retiree benefit will be determined by the number of full years of City service multiplied by \$25.00. The maximum benefit allowable will be calculated at 25 years of active City service. The retiree benefit for qualified disability retirement will be calculated in the same manner as for service retirements.

Examples of calculations are as follows: 15 years of City service multiplied by \$25.00 = \$375 per month; 25 years of City service multiplied by \$25.00 = \$625 per month, which is the maximum benefit allowable.

- e. 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.
- f. The retiree will begin receiving the monthly retiree benefit beginning the month following one full month of retirement. The retiree benefit will be paid throughout the retired employee's lifetime or until the employee qualified for Medicare under the federal Social Security Act.
- g. 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.

Full-time unit members hired after April 22, 2019:

All full-time unit members hired after April 22, 2019 shall only, commencing the month following one full month of retirement, 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.

SECTION B TRUST ACCOUNT

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

The City agrees to establish a trust account to be used toward the cost of healthcare coverage for eligible retired members after qualification of Medicare. The trust account will consist of a contribution of one percent (1%) of regular salaries, not including overtime, to be deposited per payroll cycle. The Retiree Health Benefit will continue after Medicare eligibility at the same level as pre-Medicare eligibility. The benefit will be paid throughout the employee's lifetime and will not apply to the employees' survivors. The one percent (1%) salary contribution will be counted toward compensation for purposes of salary survey comparisons.

If trust assets, at any fiscal year end, are less than three (3) times the current annualized benefits due, the City will meet and confer with the Fire Association.

SECTION C LEVEL 3 SURVIVOR BENEFIT

The City agrees to pay the cost of the CalPERS Level 3 Survivor benefit.

ARTICLE V - MISCELLANEOUS PROVISIONS

SECTION A GYM MEMBERSHIP

The City agrees to provide access to a gym facility at no cost to MFA members. It shall be mandatory for all MFA members to attend the provided gym facility at least once during each segment for a minimum of one hour and engage in exercise activities unless there are mitigating or unforeseen circumstances that prevent such attendance. MFA members are required to submit a gym usage report on a quarterly basis to the Fire Chief.

SECTION B CONFERENCE ATTENDANCE

The City shall provide the Association a total of no more than fifty (50) paid leave hours per fiscal year and with a cost not to exceed seven thousand dollars (\$7,000) per fiscal year for identified Association members to attend any of the conferences identified below. The seven thousand dollars (\$7,000) includes the cost of backfilling for any conference attendee without regard to classification.

Any attendance at a conference pursuant to this provision must be requested at least 30 days in advance and approved by the Fire Chief. The City retains the right to deny approval for a member to attend a conference if it is in the best interest of the City and/or Fire Department, including the need to address staffing and scheduling issues. The Parties agree that an Association member's attendance at a conference pursuant to this provision is strictly for the benefit of the member and the Association, and is not for the benefit of the City.

Any paid leave hours to attend a conference under this provision shall not be subject to the payment of overtime compensation, nor shall such leave time contribute towards hours worked for purposes of the calculation of overtime.

Eligible conferences: International Affiliate Leadership Training, California Professional Firefighters Leadership Training, Biennial convention, District Meetings, Legislative

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Conference, California State Firefighter Association Annual Conference, and County Federation Monthly meeting.

SECTION C **MINIMUM OPERATING STATIONS, APPARATUS AND RELATED STAFFING**

Article 1, Minimum Manning, in the 2008-2009 MOU between parties is hereby eliminated. There shall be no contractual or other obligation by the City to staff or operate any particular number of fire stations and/or to operate any number of apparatus in any fire station. Additionally, there shall be no contractual or other obligation providing for a minimum number of employees/staff being assigned to staff fire stations and/or apparatus within an operating station. Thus, there shall be no contractual or other obligation regarding what is commonly referred to as "minimum staffing" or "minimum manning".

SECTION D **PROMOTIONAL EXAMS**

The City agrees to give ninety (90) days prior notice to the Montebello Firefighters' Association before conducting promotional exams for Fire Safety positions.

SECTION E **48/96 WORK SCHEDULE**

The City agrees to maintain the current 48/96 work schedule.

SECTION F **ASSOCIATION MEETINGS**

City agrees to allow Association Board Members to conduct their business meetings as long as there is no interruption to Department operations. The Fire Chief as the authority to "fill behind" the Association President when necessary. Both the City and the Association will comply with Administrative Policy V-B-6, which outlines the Employer-Employee Relations Rules.

SECTION G **RECALL**

The minimum number of hours for recall time is four (4) hours.

SECTION H **OSHA REGULATIONS**

City recognizes Federal and State OSHA regulations regarding the "two-in, two-out" rule and the City is working toward compliance.

SECTION I **DAILY FOOD SUPPLIES**

The amount allocated for food supplies is six dollars (\$6.00) per day per person for meal supplies. This food allowance is paid to the Department twice annually for the months January - June and July - December.

SECTION J **UNIT WORK SCHEDULES**

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

1. Members of this unit may be assigned to the following work schedules dependent on organizational need.
 - a. 48 On/96 Off Work Schedule
 - b. 4/10 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.

SECTION K 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 Firefighters Bill of Rights (FBOR) and general employment law; to make and enforce.

SECTION L 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 M 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.

ARTICLE VI – 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 MFA members will begin accruing the vacation/holiday/sick leave banks in lieu of annual leave as outlined in this MOU.

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

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
0 – 5 yrs (0 – 60 months)	5.54	144 hours	372 hours
5 – 10 yrs (61 – 120 months)	7.85	204 hours	372 hours
10-15 yrs (121 – 180 months)	8.31	216 hours	372hours
16 yrs (181 – 192 months)	8.77	228 hours	372 hours
17 yrs (193 – 204 months)	9.23	240 hours	372 hours
18 yrs (205 – 216 months)	9.69	252 hours	372 hours
19 yrs (217 months & thereafter)	10.15	264 hours	372 hours

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

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.

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	SOFT ACCRUAL CAP
5.54	144	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);
- 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

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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 leave hours used per 14 day pay period cycle will not be counted as time worked toward the calculation of overtime. When Sick leave hours are used, overtime hours will be paid at the rate of 1.0 until the amount of sick leave hours (one for one) used has been met, at which time any additional hours in the 14 day period cycle will be paid at the rate of 1.5.

For Example: A member uses 12 hours of sick leave and works 14 hours of overtime in the 14 day pay period cycle. 12 hours will be paid at the rate of 1.0, and the additional 2 hours will be paid at the rate of 1.5.

Sick leave hours over the soft accrual cap of two thousand eighty (2080) will be paid out at the rate of half (½) the current base rate of pay during the first (1st) pay period in January.

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

SICK LEAVE CASH OUT OPTIONS AT SEPARATION

Upon separation of employment, the City will contribute one hundred percent (100%) of a unit employee's unused Sick Leave balance to a 401(a) plan at the normal age of retirement and 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.

AND

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 Sick Leave hours not contributed to the 401 (a) plan 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
156 (56-hour work week members/ 13 hours per holiday)	Automatic cash out second (2 nd) pay period in January of each calendar year
120 (40-hour work week members/ 10 hours per holiday)	

Holidays

1. NEW YEAR'S DAY - January 1st
2. MARTIN LUTHER KING, Jr. DAY- Third Monday in January

THE CITY OF MONTEBELLO FIREFIGHTERS' ASSOCIATION

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 based on the employee's work scheduled hours for each full holiday, which occur during the calendar year.

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 plus all incentives.

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

Observation of Holidays (4/10 workweek members)

- 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 be considered hours worked when computing overtime.
- 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.



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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)



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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

Effective the first (1st) 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 (1st) 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 10th 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 15th 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 20th 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

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 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 five (5) years aggregate service as a full-time sworn Fire Service unit member shall be eligible for longevity pay. Thereafter, each unit member who attains five (5) years aggregate service as a full-time firefighter shall be eligible for longevity pay. Longevity pay shall consist of:

Effective the first (1st) 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 10th 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 15th year.

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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 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 (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 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 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.

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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).

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

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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.

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.

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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.

(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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2.060.528 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	\$300/month
B.A./B.S. or Advanced POST	\$500/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	\$250/month
Management Certificate	\$250/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 provide education incentive pay as follows:

<u>Degree or Certificate</u>	<u>Compensation</u>
A.A. or Intermediate POST	\$300/month
B.A./B.S. or Advanced POST	\$500/month
POST Supervisory Certificate	\$250/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 \$250/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 FIREFIGHTERS' ASSOCIATION

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 I 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

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

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
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: 05/25/2022)