

**RESOLUTION NO. 23-28**

**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 POLICE MANAGEMENT ASSOCIATION (MPMA) EMPLOYEES FOR THE PERIOD OF JULY 1, 2023, THROUGH JUNE 30, 2026**

**RECITALS**

**WHEREAS** the City of Montebello (City) 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. Due to good faith negotiations, the City and the MPMA developed a comprehensive Memorandum of Understanding (MOU) attached hereto as Exhibit A.

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

**SECTION 1:** The MOU between the City and the MPMA dated July 1, 2023, through June 30, 2026, and attached is hereby approved.

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

**APPROVED AND ADOPTED** this 10th day of May 2023.

  
\_\_\_\_\_  
David N. Torres, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Christopher Jimenez, City Clerk

  
\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

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

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I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-28 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 10th day of May 2023, and that said Resolution was adopted by the following vote, to-wit:

**AYES: Tamayo, Peralta, Torres**

**NOES: Jimenez, Melendez**

**ABSTAIN: None**

**ABSENT: None**

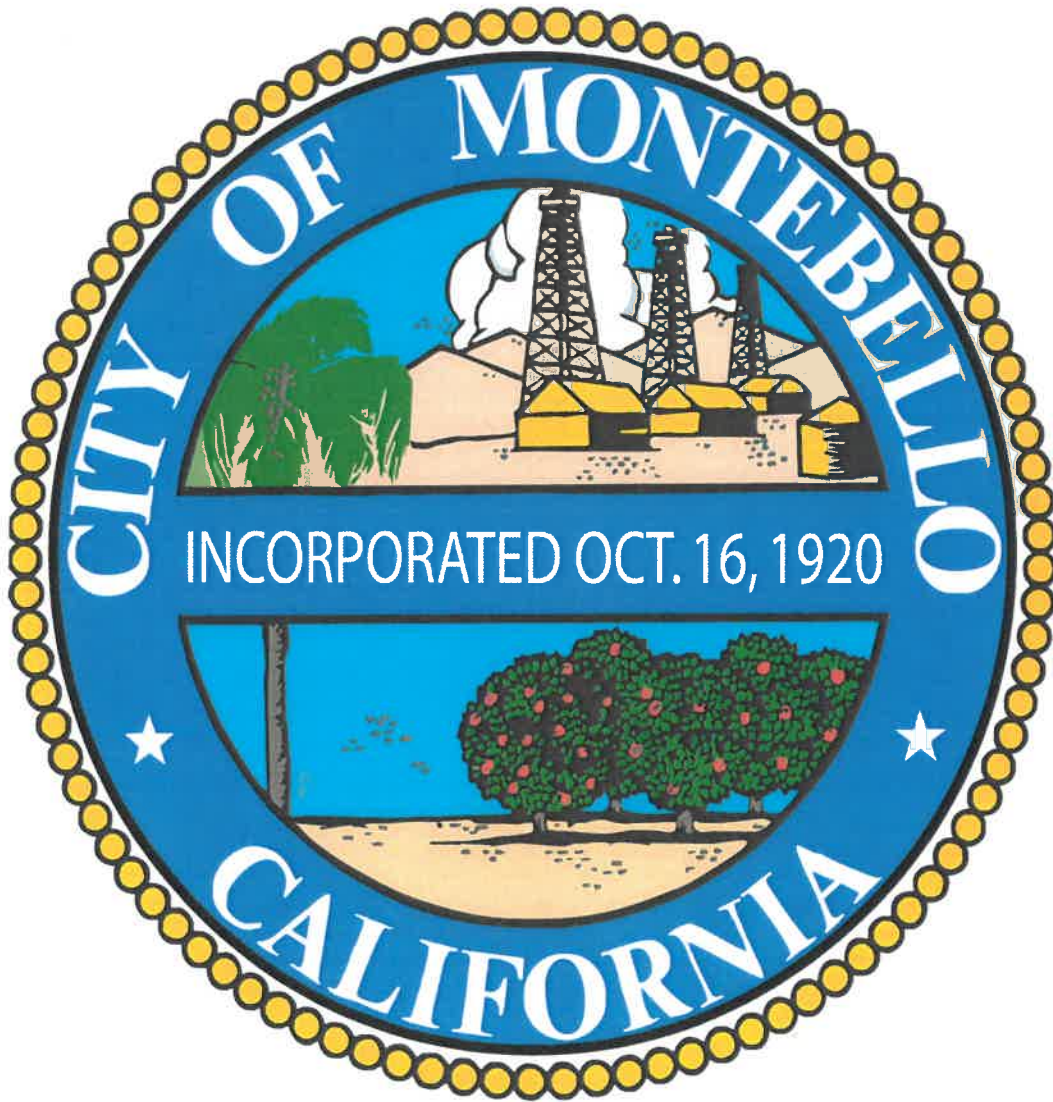
The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: 5/10/2023

  
Christopher Jimenez, City Clerk

- Exhibit A – MPMA MOU

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF MONTEBELLO  
AND THE  
MONTEBELLO POLICE MANAGEMENT ASSOCIATION**



**FOR JULY 1, 2023 THROUGH JUNE 30, 2026**

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# THE CITY OF MONTEBELLO POLICE 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 Police Management Association (“MPMA”), and have agreed 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 MPMA membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This comprehensive MOU supersedes Resolution No. 22-38 adopted by the City Council on June 8, 2022. 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. Three (3) years. From 7/1/2023 to 6/30/2026.

### **SECTION B     RECOGNITION**

The MPMA is the exclusive representative of the employees of the Police Captains and Police Lieutenants bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

### **SECTION C     PROVISIONS OF LAW AND SEVERABILITY CLAUSE**

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

### **SECTION D     INCORPORATION OF CITY CODE, RULES, AND POLICIES**

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

Incorporation of prior MOU references to City codes, 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 POLICE MANAGEMENT ASSOCIATION

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

### **SECTION E      CITY DEDUCTIONS AND DUES**

The City agrees to conduct dues deductions.

### **SECTION F      EMPLOYEE LISTS**

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

### **SECTION G      FULL UNDERSTANDING, MODIFICATION AND WAIVER**

It is the purpose of this Memorandum 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 memorializes the terms and conditions for MPMA members 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.

## **ARTICLE II – COMPENSATION**

### **SECTION A      SALARY INCREASE**

The City shall increase the base salary of all MPMA members (whether Classic CalPERS members or CalPERS PEPRA members) as follows:

- a). Effective the first full pay period after July 1, 2023, base pay for each classification will be increased by ten percent (10%).
- b). Effective the first full pay period after July 1, 2024, base pay for each classification will be increased by two percent (2%).

Annual performance increases will remain on schedule for MPMA members who meet department expectations in their performance evaluation. Employees who achieve a satisfactory evaluation will generally receive a two-step increase. Any deviation down from the 2-step increase shall be justified in writing and be approved by the Chief of Police, or designee. Any increase beyond two (2) steps must be approved by the City Manager.

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### **SECTION B PAID OVERTIME FOR SPECIAL ASSIGNMENTS**

MPMA members shall be eligible for paid overtime at a rate of up to 1.5 times their base salary, limited to special assignments where the overtime is fully reimbursable to the City through local, state, or federal grants, or private/other external funding sources. The rate of overtime (up to 1.5 times the member's base salary plus incentives) shall be determined by written agreement with the external funding source, who shall timely reimburse the City for overtime costs expended by the City for such special assignments. All MPMA members receive 1.0 rate overtime, paid at base rate plus incentives for covering Watch Commander shifts, court appearances, internal investigations, and training.

### **SECTION C EMERGENCY CALL OUTS**

With prior approval from the Chief of Police, MPMA members who are called out on a regular day off (RDO) shall be guaranteed a minimum of four (4) hours compensation regardless of the actual number of hours of the emergency called out. MPMA members will be paid overtime for emergency call outs at the rate of 1.5 times the member's base salary plus incentives in accordance with the Federal Fair Labor Standards Act (FLSA) guidelines.

### **SECTION D POLICE LIEUTENANT PAY**

The City agrees to compensate Police Lieutenants at the rate of straight time (base rate plus incentives) for the following activities:

- To cover the Patrol Watch Commander position in the event of a vacancy or to cover for sick leave; annual leave; injured on duty (IOD), when a “Qualified Sergeant” is not available to move-up as described below.
  - For training.
- a) A “Qualified Sergeant” is defined as a Sergeant who is not on probation, has completed the 40-hour POST supervisor training course and has attended Title 15 training (jail operations).
  - b) A Watch Commander “vacancy” is defined as: when there is not a Lieutenant or above on duty and a Qualified Sergeant is not available to move-up to cover the Watch Commander position.
  - c) The City agrees that if overtime is required to fill the Watch Commander position, or a subordinate position through the move-up process, priority will go to the rank of Lieutenant.
  - d) With prior approval of the Chief of Police or Bureau Commander, Lieutenants will be compensated at the rate of straight time when assigned internal affairs investigations that require working beyond their normal working hours.

### **SECTION E ADMINISTRATIVE LEAVE CASH OUT OR CONVERSION**

All MPMA members who currently accrue (forty) 40 hours, have the option each January, to cash out up to forty (40) hours of administrative leave or to convert up to forty (40) hours of



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administrative leave to the City's Deferred Compensation 457 Plan. Hours will be paid at the base rate of pay plus incentives.

### **SECTION F      UNIFORM ALLOWANCE**

1. The City agrees to provide MPMA members a uniform allowance in the amount of \$950 per fiscal year. This allowance is paid the second (2<sup>nd</sup>) pay period in August.

### **SECTION G      MILITARY SERVICE INCENTIVE**

1. The City agrees to provide MPMA members currently serving in an official branch of the federal or state armed services or have been honorably discharged from an official branch of the federal or state armed services, an additional two hundred and fifty dollars (\$250) per month. This incentive will be added to the members' pay effective the first of the month following submission and approval of verifiable documentation.
2. This incentive is not considered Special Compensation under the California Public Employees Retirement System (CalPERS) guidelines; therefore, it cannot be used when calculating retirement.

### **SECTION H      HEALTH AND WELLNESS STIPEND**

1. The City agrees to provide MPMA members with an annual stipend aimed at encouraging the health and wellness of the members.

The stipend is as follows:

- |                 |            |
|-----------------|------------|
| a) Year One -   | \$2,400.00 |
| b) Year Two -   | \$3,600.00 |
| c) Year Three - | \$3,600.00 |

2. The stipend will be paid the second (2<sup>nd</sup>) paycheck in February.
3. This incentive is not considered Special Compensation under the California Public Employees Retirement System (CalPERS) guidelines; therefore, it cannot be used when calculating retirement.

## **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 prescribed the employee contribution/cost sharing as follows:

**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

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§ § 7533, et seq. These employees are also referred to as “Classic CalPERS Members.”

**The current retirement formula is 3% at 50.**

**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 CalPERS CONTRIBUTION**

#### **A. Classic CalPERS Members (as defined by CalPERS):**

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

#### **B. CalPERS (PEPRA) Members (as defined by CalPERS):**

New CalPERS (PEPRA) members, including each newly hired 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 member is twelve and one-quarter percent (12.25%). The normal cost obligation, effective July 1, 2023, is thirteen and one-half percent (13.5%), 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 IV - POST-RETIREMENT BENEFITS**

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

Full-time active MPMA safety members hired prior to June 26, 2019, or who immediately prior to joining the MPMA served as full-time active MPOA safety members.

The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the MOU between the City and MPMA for the 2003-2004 negotiations to all full-time MPMA or MPOA members hired prior to June 26, 2019. The terms and eligibility requirements remain and are clarified as follows:

- 1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime. Currently, continuation of benefits after a member's eligibility for Medicare is paid for the employee only (not to survivors) through a Trust Account to which the City currently contributes (one percent) 1% of a member's salary. Should the Trust assets, at

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any fiscal year end, be less than three (3) times the current annualized benefits due, the City and MPMA shall meet and confer.

- 2) The Retiree Health Benefit will not apply to the employee's survivors.
- 3) To be eligible, the member must:
  - a) be currently employed as an active full-time safety member of the MPMA.
  - b) be at least fifty (50) years of age (no minimum age requirement for disability retirement, both industrial and non-industrial).
  - c) retire directly from the City.
  - d) 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 safety employee of the City, or at least ten (10) full years of active City service at the time of disability retirement (both industrial and non-industrial). To be eligible for lifetime retiree medical benefits, all fifteen (15) years of service (ten [10] years for disability retirement), both industrial and non-industrial, must be within the City. Prior lateral service does not count toward retiree health benefits.
- 4) The monthly retiree benefit for MPMA members with less than twenty-five (25) years of fulltime active service will be determined by the number of full years of City service multiplied by \$25.00. Examples of calculations are as follows: Fifteen (15) years of City service multiplied by \$25.00 = \$375 per month; Twenty four (24) years of City service multiplied by \$25.00 = \$ 600 per month, The monthly retiree benefit only for MPMA members with twenty five (25) full years or more of active City service shall not be determined by the number of full years of City service multiplied by \$25.00, rather all MPMA members who retire with twenty five (25) years or more of active full-time City service shall receive a flat rate equal to the value of the City's medical allowance for current MPMA members (currently \$1,090). The retiree benefit for qualified disability (both industrial and non-industrial) retirement will be calculated in the same manner as for service retirements.
- 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 monthly 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.

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## B. Full- time members hired on or after June 26, 2019:

All full-time members hired on or after June 26, 2019, shall only, 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 for the City to be obligated to pay the prescribed premium.

## **ARTICLE V – LEAVE BANKS**

### **SECTION A      FROZEN ANNUAL LEAVE BANK**

Employees have the option of converting previously accrued Annual Leave to cash on an hour for hour basis so long as the employee makes an election before December 31 of each calendar year to receive the cash out in the following year. The maximum cash out of Annual Leave is 240 hours and shall be paid out at the employee's current base rate of pay 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, any remaining annual leave hours will be paid out to the employee at the member's current base rate of pay.

### **SECTION B      VACATION LEAVE ACCRUALS**

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.

<b>YEARS EMPLOYED (MONTHS)</b>	<b>ACCRUAL PER PAY PERIOD</b>	<b>ANNUAL ACCRUAL</b>	<b>ACCRUAL CAP</b>
0 – 2 yrs. (0 – 24 months)	3.07 hours	80 hours	160 hours
2 – 9 yrs. (25 – 108 months)	4.62 hours	120 hours	240 hours
10 yrs. (109 – 120 months)	4.92 hours	128 hours	256 hours
11 yrs. (121 – 132 months)	5.23 hours	136 hours	272 hours
12 yrs. (133 – 144 months)	5.54 hours	144 hours	288 hours
13 yrs. (145 – 156 months)	5.846 hours	152 hours	304 hours
14 yrs. -19 yrs. (157 months - 228 months)	6.15 hours	160 hours	320 hours

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20 yrs.	7.69 hours	200 hours	336 hours
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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 31<sup>st</sup> 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 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.

3. Other Rules:

- An employee shall be eligible to take annual vacation leave during the same year it is earned. The City will update the CSR&R to reflect this change during the term of this MOU. *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 for purposes of computing overtime.
- Employees will be allowed to take vacation leave during the first six (6) months of employment. The City will update the CSR&Rs to reflect this change during the term of this MOU.

**SECTION C      SICK LEAVE ACCRUALS**

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.

<b>ACCRUAL PER PAY PERIOD</b>	<b>ANNUAL ACCRUAL</b>	<b>SOFT ACCRUAL CAP</b>
3.692	96	1040

Sick Leave shall not be granted prior to ninety (90) days of employment.

2. Sick leave may be utilized for:
- Personal illness or injury of the employee.

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- 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 employee's residence (in accordance with Labor Code §§ 233).
- Where an employee which is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230 (c) and 230.1 (a).
- Cases of quarantine.
- Where exposure to contagious diseases would endanger the health of other employees.

### 3. 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.
- To receive compensation while absent on Sick Leave, except in an emergency or due to extenuating circumstances, the employee shall notify their immediate supervisor, at least one (1) hour prior to employee's scheduled shift/start time. In an emergency, the employee shall report to their supervisor as soon as the situation reasonably allows.
- Sick hours will not be considered hours worked when computing overtime. When Sick Leave hours are used, any overtime will be at the rate of 1.0.
- Sick Leave hours over the soft accrual cap of 1040 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, employees may use accrued vacation leave.

### SICK LEAVE CASH OUT AT SEPARATION:

#### **Payout at separation based on years of service:**

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

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

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**SECTION D      HOLIDAY BANK**

In the pay period containing January 1<sup>st</sup> of each year, a holiday bank shall be established for each employee at the rate equivalent to the employees work schedule for each full holiday in the calendar year.

Annual Holiday Bank

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

<b>Shift Schedule</b>	<b>Annual Holiday Hours</b>
4/10 Schedule	120 hours
3/12 & 8 Schedule	144 hours
9/80 Schedule	108 hours
5/40 Schedule	96 hours

Holidays

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>

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

Employees changing bargaining units/work schedules will have their bank adjusted for the remaining holidays in the calendar year.

All employees in the MPMA work without regard to holidays. An employee whose regularly scheduled workday occurs on an observed holiday may request to use their holiday hours for the day off (for a Holiday that has already been observed), but the decision to approve or deny the request shall be at the discretion of management.

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### 2. Cash Out of Remaining Holiday Hours

If an employee has not used all their holiday hours in the calendar year in which they are earned, they shall receive a cash payment, for all remaining time in their holiday bank from the previous calendar year, at the base rate of pay plus incentives. This payment shall be made during the second (2nd) pay period in January of each calendar year. There shall be no carryover of any unused holiday hours from one (1) calendar year to another.

### 3. Employees Separating from the City

Employees who leave City employment shall be paid a pro-rata amount of unused holiday leave. 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. The City will pay out the remaining hours to the employee at the current base rate of pay.

### 4. Other Rules

Holiday hours will be considered hours worked when computing overtime.

To receive holiday pay, an employee shall work or have approved leave on his/her last scheduled shift immediately preceding the holiday, and his/her first scheduled shift immediately after the holiday.

## **SECTION E      COMPENSATORY TIME OFF (CTO) BANK**

The maximum number of Compensatory Time Off (CTO) hours that may be accumulated by MPMA members is one hundred twenty (120) hours. At separation, CTO hours will be paid out at the member's current base rate of pay.

## **ARTICLE VI - MISCELLANEOUS PROVISIONS**

### **SECTION A      CITY ISSUED VEHICLES**

MPMA members may be issued take home vehicles when approved by the Chief of Police, based on his/her discretion.

### **SECTION B      WORK SCHEDULES**

1. MPMA members may be assigned to the following work schedules dependent on organizational need.

- a. 3/12 & 8 Work Schedule
- b. 4/10 Work Schedule
- c. 9/80 Work Schedule
- d. 5/40 Work Schedule



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2. 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 C      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 POBR (Police Officer's Bill of Rights) and employment law; to make and enforce.

### **SECTION D      AVOIDANCE OF INEQUITY**

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 is not limited to, adjustment of the distribution of unequal and/or unjust resources and opportunities among City employees, 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 E      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 VII - EFFECTIVE DATE AND TERM OF AGREEMENT**

This MOU shall be of no force and effect unless or until adopted by the City Council. If adopted, the term of this MOU shall be for **three (3) years. From 07/01/2023 to 6/30/2026.**

THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

  
\_\_\_\_\_

**Stephen Sharpe**

**Date**

**Montebello Police Management Association President**

   
\_\_\_\_\_

**Arlene Salazar**  
**Assistant City Manager**

**René Bobadilla**

**Date**

**City Manager**



**City of Montebello, California  
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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)



## City of Montebello, California Policy & Procedures Manual

### 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, paid at the employee’s current base rate of pay plus incentives, which ~~that~~ will not be charged against their accrued annual or sick leave.
  - a. California Assembly Bill 1949 (AB 1949) requires employers to allow up to five (5) days of bereavement leave upon the death of a covered family member. The employee may use their leave banks for the additional days.
  - b. AB 1949 requires that the bereavement leave be completed within three (3) months of the date of death and specifies that the bereavement leave need not be taken consecutively.
- 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.

## APPENDIX B



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**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.
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

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Montebello City Employees' Association	30 hours
Montebello Management Professionals' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 04/27/22; 04/26/2023)



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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 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 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

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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 fourth (4<sup>th</sup>) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifth (5<sup>th</sup>) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive two percent (2%) 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 sixth (6<sup>th</sup>) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's tenth (10<sup>th</sup>) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive four percent (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).

**D.** Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the eleventh (11<sup>th</sup>) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's fifteenth (15<sup>th</sup>) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive seven percent (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

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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 sixteenth (16<sup>th</sup>) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twentieth (20<sup>th</sup>) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive ten percent (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).

**F.** Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twenty-first (21<sup>th</sup>) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's twenty-fifth (25<sup>th</sup>) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive thirteen percent (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).

**G.** 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 fifteen percent (15%) of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's

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Base Salary. Aggregate active service time shall not include any overlapping service time (i.e., service time cannot count twice for overlapping time periods).

MPMA Longevity Chart	
Completed Years of Service	Longevity Percentage
3 years completed	2%
5 years completed	4%
10 years completed	7%
15 years completed	10%
20 years completed	13%
25 years completed	15%

**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.

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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 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 MMMA ratification and City Council adoption of this MOU, 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

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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.

**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.

[Res 19-74, 2019 -2021 MOU]

### **MONTEBELLO SUPERVISORS' ASSOCIATION**

A. Beginning the first pay period after MSA ratification and City Council adoption of this MOU, 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

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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.

**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.

[Res. 19-46, 2019-2021 MOU]

### **MONTEBELLO POLICE OFFICERS' ASSOCIATION**

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective the first pay period after MPOA ratification and City Council approval of this MOU (no retroactivity):

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**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.

**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 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).

**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'



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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 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).

**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:

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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.

**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

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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.

(Revised: 05/12/2021, 04/26/2023)



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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]



## APPENDIX E



### City of Montebello, California Policy & Procedures Manual

- 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.

## APPENDIX E



### City of Montebello, California Policy & Procedures Manual

#### **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)

APPENDIX F



City of Montebello, California  
Policy & Procedures Manual

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>	<u>Effective Date</u>
A.A. or Intermediate POST	\$425/month	1st full pay period after July 1, 2023
B.A./B.S. or Advanced POST	\$900/month	1st full pay period after July 1, 2023
	\$1,000/month	1st full pay period after July 1, 2024
	\$1,100/month	1st full pay period after July 1, 2025
Master's Degree	\$950/month	1st full pay period after July 1, 2023
	\$1,050/month	1st full pay period after July 1, 2024
	\$1,150/month	1st full pay period after July 1, 2025

0

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:

<u>Certificate</u>	<u>Compensation</u>	<u>Effective Date</u>
Supervisory Certificate	\$300/month	1st full pay period after July 1, 2023
Management Certificate	\$450/month	1st full pay period after July 1, 2023

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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.

#### **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>Compensation</u>
A.A. or Intermediate POST	\$300/month
B.A./B.S. or Advanced POST	\$500/month

Supervisory                      \$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 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 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; 04/26/2023)