

RESOLUTION NO. 24-213

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
ADOPTING AND APPROVING THE TERMS AND PROVISIONS
OF THE 2024-2027 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH EL MONTE AND THE
SOUTH EL MONTE EMPLOYEES' ASSOCIATION ("SEMEA")

WHEREAS, the City of South El Monte ("City") is a general law city and a public agency as defined in Government Code Section 3501(c); and

WHEREAS, Teamsters Local 911 is the Joint Majority representative employee organization for the City's recognized employee bargaining unit, the South El Monte Employees' Association (SEMEA) and is a recognized employee organization within the meaning of Government Code Section 3501 (b); and

WHEREAS, the previous two-year Memorandum of Understanding between the City and SEMEA had an effective date of July 1, 2022, and expired on June 30, 2024; and

WHEREAS, representatives of the City and representatives of SEMEA met and conferred in good faith on a successor agreement on the terms and conditions of employment, within the meaning of Government Code Section 3505, by and between the City and members of SEMEA for three fiscal years of 2024-25, 2025-26 and 2026-27; and

WHEREAS, on June 18, 2024, members of SEMEA ratified the FY2024 – 25, FY2025-26 and FY2026-27 Memorandum of Understanding prepared to memorialize the deal points agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED that by the adoption of the Resolution, the City of South El Monte hereby approves:

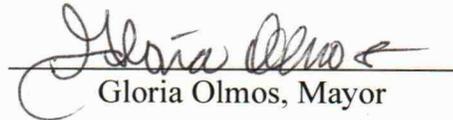
SECTION 1. That pursuant to Government Code Section 3505.1, as the terms of the "Memorandum of Understanding Between the City of South El Monte and the South El Monte Employees' Association, July 1, 2024 – June 30, 2027 ("2024-2027 Memorandum of Understanding"), attached hereto and incorporated herein as Exhibit A, was reached by representatives of the City and SEMEA, representatives of the City and SEMEA have jointly prepared the 2024-2027 Memorandum of Understanding, which agreement is not binding until approved by the City Council of the City and the members of SEMEA. Said agreement may be amended and approved as to form by the City Attorney.

SECTION 2. That the 2024-2027 Memorandum of Understanding, which has been approved by SEMEA, is hereby adopted by the City of South El Monte for fiscal years 2024-2027.

SECTION 3. That all provisions contained in the 2024-2027 Memorandum of Understanding attached hereto shall, where any conflict exists, supersede all previously adopted memoranda of understanding between SEMEA and the City.

SECTION 4. The Interim City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 10th day of September 2024.


Gloria Olmos, Mayor

ATTEST:


Sabrina Muhne, Interim City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Sabrina Muhne, Interim City Clerk of the City of South El Monte, do hereby certify that the foregoing Resolution, being Resolution No. 24-213, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 10th day of September 2024, and that said Resolution was adopted by the following vote:

AYES: Councilmember(s): Angel, Acosta, Delgado, Mayor Pro Tem Bojorquez,
and Mayor Olmos
NOES: Councilmember(s): None
ABSENT: Councilmember(s): None


Sabrina Muhne, Interim City Clerk

MUTUAL UNDERSTANDING & AGREEMENT

On or about June 11, 2024 SEMEA Board Members led by their Chief Negotiator Michael Grijalva met with City Manager Rene Salas (a.k.a. "Chief Negotiator for the City of South El Monte") as part of their ongoing 2024-27 MOU Negotiations, to clean up obsolete & outdated language in the existing 2022-24 SEMEA MOU.

One of the provisions discussed for cleanup, identified as outdated, mutually understood as only a "One Time Bonus"; and mutually agreed upon to be deleted as no longer valid, was "SECTION 12 – ONE TIME BONUS."

THEREFORE, By Mutual Agreement of SEMEA & THE CITY; and for all intents and purposes heretofore: Section 12 is deleted, and no longer exists for the successive 2024-27 MOU.

 9/19/24

Rene Salas, City Manager
("Chief Negotiator for The City")



Michael Grijalva, Teamsters Local 911
("Chief Negotiator for SEMEA")

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See Attached

Rene Salas, City Manager
 (“Chief Negotiator for The City”)

Michael Grijalva

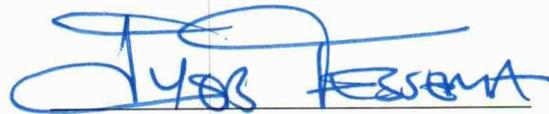
Michael Grijalva, Teamsters Local 911
 (“Chief Negotiator for SEMEA”)

I, the undersigned, have read and understood the updated provisions of the foregoing Mutual Understanding & Agreement for the 2024-27 MOU.



Brianna Badar, SEMEA Representative

9/23/24
Date



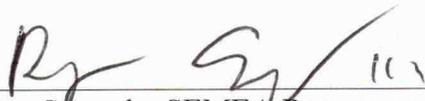
Iyob Tessema
Director of Human Resources and
Risk Management

9/24/24
Date



Raul Rodriguez, SEMEA Representative

9-23-2024
Date



Ray Saucedo, SEMEA Representative

9/24/24
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH EL MONTE AND THE
SOUTH EL MONTE EMPLOYEES' ASSOCIATION,
FOR THE PERIOD BEGINNING JULY 1, 2024
AND ENDING JUNE 30, 2027



PREAMBLE

Pursuant to Chapter 10 (Section 3500 et seq.) of Division 4, Title 1 of the Government Code and the Employer-Employee Relations Resolution of the City of South El Monte, the matters within the scope of representation that are set forth in this Memorandum of Understanding have been discussed by the representatives of the City of South El Monte ("City") and representatives of the South El Monte Employees' Association ("Association").

The matters within the scope of representation that are set forth in this Memorandum of Understanding have been discussed in good faith and agreed to by the City and the Association as constituting an equitable adjustment to present wages, hours and other terms and conditions of employment as evidenced by the signatures of the duly authorized representatives of the City and the Association.

The provisions of the City's Personnel Rules and/or Municipal Code shall be modified as follows for those employees subject to this Memorandum of Understanding.

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ARTICLE I

DEFINITION OF TERMS

The following terms, whenever used in this Memorandum of Understanding, shall have the meaning set forth in this article.

SECTION 1 – BUSINESS DAY: Business day shall mean days that are neither weekends nor holidays. Work day shall mean the same as business day.

SECTION 1 – CLASSIFICATION: A position or positions assigned to the same job title.

SECTION 2 – DAY: Day shall mean calendar days except, where specified in this agreement.

SECTION 3 – EMPLOYEE: An individual compensated through the City payroll and appointed to one of the classifications represented by the Association as set forth in Attachment A.

SECTION 4 – LEAVE: An authorized absence from work.

SECTION 5 – POSITION: The duties and responsibilities assigned to an employee within a classification.

SECTION 6 – PAY RATE: The regular monthly or hourly rate of pay that is assigned to an employee.

SECTION 7 – SENIORITY: The total time employed as a full-time employee of the City and the time employed as a part-time or interim employee if such time was spent working the duties of a full-time position.

SECTION 8 – SERVICE: Employment with the City.

SECTION 9 – ADVANCE WRITTEN NOTICE: A request for leave submitted on a recognized leave form of the City and approved by the employee's Department Head.

SECTION 10 – PERSONNEL RULES/EMPLOYEES' MANUAL: References policies and procedures, Federal and State Laws on Sexual Harassment, Non-Discrimination Act, and the Americans with Disabilities Act.

SECTION 11 – ANNIVERSARY DATE: The date of full-time employment, reinstatement, or promotion that is observed on an annual basis for salary increases and benefits.

ARTICLE II

COMPENSATION

SECTION 1 - PREPARATION OF COMPENSATION PLAN: The City Manager shall be responsible for the maintenance of the City's compensation plan. The compensation schedule shall contain a list of the job classifications represented by the Association and their corresponding salary range attached hereto as Attachment A.

SECTION 2 - ESTABLISHMENT OF PAY RATES: Upon appointment, an individual shall be assigned to a step on the salary range established for the classification. An employee will be eligible for an increase at first satisfactory evaluation (at or following six months of service for new-hire probationary employees).

Annually thereafter (effective July 1, 2018), on their anniversary date, an employee shall advance to the next higher step within their salary range as long as said employee is performing at a satisfactory or above level. A promotion results in a new anniversary date.

SECTION 3 - WAGES: Base hourly compensation increases are as follows and are attached hereto as Attachments A, B, and C:

- A. Effective July 1, 2024, base hourly compensation will be increased retroactively by 7%.
- B. Effective July 1, 2025, base hourly compensation will be increased by 4%.
- C. Effective July 1, 2026, base hourly compensation will be increased by 4%.

SECTION 4 - LONGEVITY PAY: Except as provided below, bargaining unit employees shall not be eligible for longevity pay.

- A. An employee appointed to a full-time position in this bargaining unit before October 11, 2011 and who is not receiving longevity pay on October 11, 2011 shall be eligible to receive longevity pay calculated from date of hire, as long as said employee is performing at a satisfactory, or above, level as follows:
 - 1. Completion of fifteen (15) years of continuous service as a full-time employee: two and one-half percent (2%) of base salary.
 - 2. Completion of twenty (20) years of continuous service as a full-time employee: two and one-half percent (2%) of base salary.
- B. Employees who, on October 11, 2011, are receiving longevity pay at a rate greater than three percent (3%) of base salary shall continue to

receive such percentage of longevity pay but shall not be eligible for any increase in such longevity pay percentage.

- C. Employees who, on October 11, 2011, are receiving longevity pay at a rate of three percent (3%) of base salary shall continue to receive such percentage of longevity pay and shall be eligible for an increase in such longevity pay percentage under subsection A.2., upon meeting its requirements. Thus, the maximum rate of total longevity pay for employees covered by this subsection C is five and one-half percent (5% %).
- D. An individual appointed to a full-time position in this bargaining unit after October 11, 2011 will not be eligible for longevity pay.

SECTION 5 - BILINGUAL SKILL PAY: The City will pay a Flat Rate of \$100 per month for two (2) employees from City Hall, one (1) employee from Community Development Department, one (1) employee from Community Services, one (1) employee from Public Works, and one (1) employee from Code Enforcement/Public Safety for a grand total of six (6) employees. The City will administer the reading, writing, and speaking Spanish language competency test. Those employees that score the highest on the Spanish language competency test will receive \$100 per month. In the event there is a tie in the highest scoring amongst the test takers, seniority will be the determining factor. Test takers may also need to prove that they consistently utilize this language during the normal course of their work.

SECTION 6 - OVERTIME COMPENSATION: The City shall provide non-exempt employees with compensation or compensatory time off in lieu of compensation, at the discretion of the employee, for overtime worked subject to the provisions of the Fair Labor Standards Act (FLSA), including the maximum limit on accumulation of compensatory time. If the City suspends operations due to a State or federal holiday, employees who would otherwise have been scheduled to work on that day shall have the number of hours in their scheduled shift added to the number of "hours worked" for the purpose of calculating overtime.

- A. **Meal Allowance:** An employee recalled to work due to an emergency shall be reimbursed for the actual cost of a meal purchased by the employee up to a maximum of \$10.00. The employee must submit a receipt for the meal in order to be entitled to reimbursement.

SECTION 7 - DISTRIBUTION OF OVERTIME: The assignment of overtime work shall be the responsibility of the division head and the department head. The City Manager shall have the exclusive authority to authorize overtime work. All overtime work shall receive prior authorization in order for the employee to receive compensation.

- A. **Emergency Work/Storm Patrol:** Emergency work related to call-outs on off-hours and storm patrol work will be assigned as follows:
 - 1. When emergency needs are assigned, personnel will be contacted to work in the following order:

- (a) Personnel that is uniquely qualified for the needed response.
- (b) Personnel that have the shortest response time.

B. General Guidelines: At all times, whenever feasible, based on seniority, overtime will be assigned on an equal opportunity basis.

SECTION 8 - ALLOWANCE FOR MILEAGE: The City shall reimburse employees for use of their personal vehicles for official City business to match the amount allowed by the regulations of the Internal Revenue Service.

SECTION 9 - CALL BACK: Employees who are called back to work after completion of their regular shift shall receive three (3) hours of compensation or compensatory time off in lieu of compensation, or time actually worked, whichever is greater.

SECTION 10 - NIGHT SHIFT DIFFERENTIAL: Night shift differential shall be paid to any regular full-time employee whose schedule requires the employee to work between the hours of 6:00 PM and 6:00 AM provided that either:

- A. The employee is regularly scheduled to work Y, (50%) or more of his/her shift between the hours of 6:00 PM and 6:00 AM. These employees shall be paid an additional monthly allowance of \$50.00 per month; or
- B. The employee is NOT regularly scheduled but on individual work days of their work week they are required to work Y, (50%) or more of the scheduled work day shift between the hours of 6:00 PM and 6:00 AM. These employees shall be paid an additional allowance of \$1.00 per hour for all hours worked on the qualifying work day.

SECTION 11 - BOOT/INSOLE ALLOWANCE: Every calendar year, all employees required to wear safety-type work shoe/boot shall be entitled to reimbursement for safety-type shoe/boot or insoles for such shoe/boot from the City for an amount up to \$200.00 provided that the employee has provided management with verification or receipt within 6 months of purchase. If a second pair of shoes/boots are needed, the City Manager may approve the purchase and reimbursement.

SECTION 12 - ONE TIME BONUS: A One-time bonus of \$2,500 is to be paid at the beginning of first contract year of \$1,250 and at the beginning of the second contract year of \$1,250.

ARTICLE III
LEAVE PROCEDURES

SECTION 1 - HOLIDAY:

- A. Employees in the classified service shall be provided with the following holidays with pay subject to the provisions of the South El Monte Municipal Code.

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day
12. Employee's Birthday
13. Juneteenth Day

Cesar Chavez Day and Juneteenth Day will be earned as Floating Holidays. With prior approval, employees may use the Cesar Chavez Floating Holiday and Juneteenth Day on the day of the Cesar Chavez birthday celebration and Juneteenth Day celebration or any other scheduled workday. Each holiday must be used in the calendar year granted. It may not be accrued or carried over to a subsequent year and is not subject to cash payment at termination.

If an employee is scheduled to work on a Holiday, other than a Floating Holiday, in lieu of receiving holiday leave, employee assigned to work shall receive premium pay at the rate of time and one-half for hours actually worked. Employees shall receive holiday pay whether they work the holiday or not so long as they work the scheduled day before and after the holiday.

SECTION 2 - COMPENSATORY LEAVE: The City shall provide employees with compensatory leave subject to the following conditions:

- A. Upon advance written notice and provided that the employee's absence does not interfere with the City's operations, the City Manager shall permit an employee to use compensatory leave at the employee's discretion. An employee may use compensatory leave along with any other authorized paid leave with the approval of the City Manager.
- B. Compensatory Leave may be accrued up to a maximum of 160 hours of unused compensatory leave. Upon reaching 160 hours, employees

shall earn no additional compensatory accrual until their balance of accrued but unused compensatory leave is reduced below 160 hours; as an alternative for employees who have accrued the maximum compensatory leave hours and are being requested to work overtime they will receive compensation for such services. Employees who are currently over the maximum of 160 hours of unused compensatory leave will be paid for the excess compensatory leave on a dollar-for-dollar basis.

- C. When an employee separates from City service for any reason, the employee shall be compensated for any accrued compensatory leave. The value of accrued compensatory leave shall be calculated using the employee's pay rate on the date of the employee's separation from City service. The employee shall be compensated for one hundred percent (100%) of any accrued compensatory leave.

SECTION 3 - MILITARY LEAVE: The City shall grant military leave to employees as required by law. All employees entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 4 - TIME OFF FOR VOTING: The City shall provide employees with time off for voting subject to the following conditions:

- A. When an employee claims not to have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, with the approval of the City Manager, take off no more than two (2) hours from work. Time off for voting shall be at the beginning or end of a work period, whichever time allows the employee the most time for voting and the least time off from work.
- B. If the employee knows or has reason to believe that time off for voting will be necessary on election day, the employee shall notify the City Manager of that fact at least two (2) work days in advance.

SECTION 5 - BEREAVEMENT LEAVE: Paid bereavement leave shall not be considered accrued leave which an employee may use at their discretion, but is granted by reason of the death of a member of the employee's immediate family.

Immediate family is defined as any relative by blood or marriage who is a member of the employee's household, and the employee's spouse, registered domestic partner; parents or step-parents; spouse's parents or step-parents; brothers, step-brothers or half-brothers; sisters, step-sisters or half-sisters; employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased. An employee may take a maximum of five (5) working days of bereavement leave each time a death occurs within an employee's immediate family. Up to three (3) of five (5) paid working days shall be paid bereavement leave and the remaining up to two days may be from any other accrued leave bank or be unpaid, at the employee's election.

In order to receive paid bereavement leave, the employee must have completed at least thirty (30) days of employment with the City and notify Human Resources at the earliest possible time, generally before 8:30 a.m. on the day that the leave is first requested, followed by a completed Leave Request Form submitted to Human Resources upon return from leave. Bereavement leave must be completed within three (3) months of the family member's death and may be intermittent leave and is not required to be used in consecutive amounts.

Employees are required to provide documentation of the family member's death within thirty (30) days of the first day of the leave. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The City shall maintain the confidentiality of any employee requesting leave under this Section. Any documentation provided to the City regarding this leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

SECTION 6 - TIME OFF FOR JURY DUTY: The City shall grant up to twenty-two (22) business days off to an employee required to serve on jury duty with compensation at the employee's existing pay rate. The employee will remit to the City any money paid to him/her by the court for jury service.

SECTION 7 - FAILURE TO RETURN FROM LEAVE: An employee who fails to return to work within three working days after the conclusion of a leave provided for under this Article or a vacation leave without an authorized extension of such leave shall be considered to have voluntarily resigned from City service.

ARTICLE IV

INSURANCE AND RETIREMENT BENEFITS

SECTION 1 - HEALTH BENEFITS: The City, on a conditional basis, will make available, to all members of the designated appropriate bargaining unit the Public Employees' Retirement System Medical and Hospital Care Plan (PERS Plan).

The Association on behalf of itself and all members of the designated appropriate bargaining unit acknowledges, understands and agrees the City is conditioning its willingness to allow employees to enroll in the PERS Plan on the basis the City retains the sole and absolute discretion to withdraw from the PERS Plan without meeting and conferring with the Association and without the agreement of the Association should anything occur that would modify the premium contribution format described in Section 2 of this Article. Should the City withdraw from the PERS Plan for the aforesaid reason, the City shall meet and confer with the Association related to a replacement Medical and Hospital Care Plan, pursuant to Article VII, Section 1 of this Memorandum of Understanding.

The City will meet and confer with the Association prior to determining whether to increase the City's contributions towards the PERS Reserve Fund charges or the PERS Administrative charges upon receiving written notification of any increases

in those charges.

The City shall continue to make available to employees and their eligible dependents the City's current group dental and vision care plans or other plans of equal benefit. The City shall meet and confer with the Association to review alternative affordable dental and vision plans when the Association presents such plans to the City.

If an employee does not enroll in any medical insurance plan offered by the City, the employee shall receive a deferred compensation payment of \$100 per month. To be eligible for the \$100 deferred compensation payment the employee must submit to the City written proof of duplicate medical insurance coverage or evidence that enrollment in a medical insurance plan would violate the employee's religious beliefs.

SECTION 2 - CITY CONTRIBUTIONS: The City for the term of this agreement and only while the City participates in the PERS Plan, shall make the following contributions towards the cost of medical insurance for active employees:

For all active employees who join the PERS Plan, the City will contribute directly to PERS an amount to be applied to the applicable PERS Plan monthly premium. The City's contribution will be equal to the monthly premium rate established by Kaiser Permanente for its Family Health Plan.

SECTION 3 - VISION AND DENTAL INSURANCE: The City shall pay the monthly premiums for employees and their eligible dependents. The City and the Association agree to develop a labor-management committee to evaluate efficiency of current vision, dental and other City paid benefits. Committee will determine if any recommendations for future changes are to be communicated to the City Manager.

SECTION 4 - NOTIFICATION OF INCREASE IN PREMIUM: The City shall advise the Association in writing of increases in insurance premiums and the effective date(s) of the increase(s) within two weeks of receiving notice of the increase(s).

SECTION 5 - LIFE INSURANCE, ACCIDENTAL DEATH INSURANCE AND LONG-TERM DISABILITY INSURANCE: The City shall pay one hundred percent (100%) of the cost for each employee in providing term life insurance equal to the employee's annual salary, accidental death and dismemberment insurance equal to the employee's annual salary, and long-term disability insurance equal to two-thirds (2/3) of the employee's monthly salary. The long-term disability plan shall provide for thirty (30) day benefit exclusion and benefit payments until the age of seventy (70) years of age.

SECTION 6 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS): The City shall include eligible employees in the Public Employees' Retirement System 2.5% at 55 plan, with the highest year and social security offset or the Public Employees' Retirement System 2% at 60 plan, depending upon the employee's hire date as provided below. Effective completion of the process required by CALPERS, the City will not pay a portion of an employee's contribution to the

applicable Public Employees' Retirement System plan.

SECTION 7 - EMPLOYEE REQUIRED PERS CONTRIBUTION:

- A. For those employees covered by the 2.5% at 55 PERS retirement plan, the City will no longer pay a portion of the required PERS employee contribution. The employee will be required to pay the individual maximum employee contribution of eight percent (8%);
- B. For those covered by the 2% at 60 PERS retirement plan, the City will no longer pay a portion of the required PERS employee contribution. The employee will be required to pay the individual maximum employee contribution of seven percent (7%).
- C. For employees covered by the 2% at 62 PERS retirement formula, effective January 1, 2013 Public Employees' Pension Reform Act of 2013 (PEPRA) prohibited employers from paying any portion of a "new member's" member contribution rate, the employee will be required to pay the individual maximum employee contribution of six-point two five percent (6.25%) or such different amount as determined by PERS.

SECTION 8 - RETIREE HEALTH BENEFITS:

- A. The City will contribute \$1.00 per month towards PERS Medical and Hospital Care plan premium costs of annuitants. This amount will be upwardly adjusted by five percent (5%) of the amount of the City's direct contribution for active employees on an annual basis, or such other amount required by statute, until the contributions are equal.
- B. Employees fifty (50) years of age and older, who retire under PERS, shall be eligible to continue in the City's group dental and vision care plans until age sixty-five (65) contingent upon the health provider's acceptance of the individual. The full cost of any insurance selected by the retiree shall be borne by the retiree. As long as the retiree is enrolled in an insurance plan his/her eligible dependents may also enroll in the insurance plans as provided above. The retiree and/or dependent shall pay the cost of dependent insurance benefits. During the term of this agreement and while the City participates in the PERS medical and hospital care program, the City will contribute an amount toward the PERS medical premium for eligible annuitants that is equal to the amount required under the Public Employees Medical and Hospital Care Act and the City's resolution electing coverage under that act.

SECTION 9 - EMPLOYER MATCHING RETIREMENT PROGRAM: The City and the Association agree, in accordance with applicable Internal Revenue Service rules and regulations to identify and establish a program for individual Retirement Savings Account (RSA) that will allow pre-tax contributions. The purpose of the RSA is to provide for a supplemental retirement program. Upon identification and establishment of an RSA, eligible employees will have the

option of contributing pre-tax earnings into the RSA. To be eligible for the RSA, individual employees must have fifteen (15) years or more of City service. The City will match up to one hundred dollars (\$100) of the individual employees' contributions to the RSA.

ARTICLE V

CITY RIGHTS

SECTION 1 - EXCLUSIVE RIGHTS AND AUTHORITY:

- A. In order to ensure that the City is able to carry out its functions and responsibilities imposed by law, the City has and will retain the exclusive right to manage and direct the performance of City services and the work force performing such services. Therefore, the following matters shall not be subject to the meet and confer process, but shall be within the exclusive authority of the City. The consideration of the merits, necessity, or organization of any service activity conducted by the City shall include but not be limited to the City's right to:
1. Determine issues of public policy;
 2. Determine and change the facilities, methods, means, and personnel by which the City operations are to be conducted;
 3. Expand or diminish services;
 4. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in carrying out all City functions, including but not limited to the right to subcontract any work or operation;
 5. Determine the size and composition of the work force to assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments;
 6. Determine job classifications;
 7. Appoint, transfer, promote, demote and lay off employees for lack of work or other appropriate reasons;
 8. Initiate disciplinary action for legitimate reasons;
 9. Determine policies, procedures and standards for selection, training and promotion of employees;
 10. Establish employee performance standards, including but not limited to quality and quantity standards;
 11. Maintain the efficiency of governmental operations;

12. Exercise complete control and discretion over the organization and the technology of performing its work and services;
 13. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services;
 14. Determine any and all necessary actions to carry out its missions in emergencies.
 15. Contract or subcontract for any work or operation without the obligation to meet and confer regarding the decision or process to be used. (However, in the event the decision to contract out bargaining unit work results in the layoff of members of the bargaining unit, the City agrees to meet and confer with the Association beginning at least 20 working days prior to the effective date of layoff regarding impacts that are not already addressed by City rules or procedures.)
- B. The exclusive decision-making authority of the City Council and City Manager on matters involving City rights and authority shall not be in any way, directly or indirectly, subject to the grievance procedure. The employee may grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters within the scope of representation.

ARTICLE VI

ASSOCIATION SECURITY

SECTION 1 - RECOGNITION:

- A. Pursuant to the provisions of the Employer-Employee Relations Resolution and state law, the City recognizes the South El Monte Employees' Association as the exclusive representative for all employees in the classifications listed in Attachment A of this Memorandum of Understanding.
- B. The Association recognizes the City Manager as the exclusive representative for the City for purposes of entering into this Memorandum of Understanding.

SECTION 2 - UNION RESPONSIBILITIES:

- A. Union Responsibilities: The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and to all Unit employees, within sixty (60) days

after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and its treasurer or corresponding principal officer, and a certified public accountant.

B. Implementation: Any employee hired by the City subject to this Memorandum of Understanding on or after the date of implementation of this Article shall be provided with an authorization form by the Association's representative. The Human Resources Division shall notify the Association of any new employee subject to this Memorandum of Understanding. It is up to the Association to ensure the new employee is contacted to further explain the Association and its role in servicing members of this Unit. If an employee chooses to join the Association, they must return said form to the Association or departmental payroll office. The effective date of Association dues, service fee deductions or charitable contributions for such employees shall be the beginning of the first pay period of employment or the pay period this Article becomes effective for current employees, whichever is later. Nonunion members are still covered by this collective bargaining unit. Those procedures shall be in accordance with the decision of the United States Supreme Court in Mark Janus. v. American Federation of State, County, and Municipal Employees. Council 31. et al. (2018) No. 16-1466.

C. The City shall abide by the terms and conditions outlined in AB 119.

ARTICLE VII

OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1 - MEET AND CONFER IN GOOD FAITH - SCOPE: The City shall not be required to meet and confer in good faith on any subject preempted by federal or state law. The City shall meet and confer in good faith with the Association on all matters related to salaries, fringe benefits and other terms and conditions of employment. The City agrees to provide the Association or its designee, at no cost, each draft City budget as it is presented for review, the adopted City budget, and the annual audit, to assist the Association in its representational duties pursuant to the Meyers-Milias-Brown Act. All other documents shall be made available pursuant to the provisions of the Public Records Act.

SECTION 2 - DUES DEDUCTION: The City agrees to deduct from the salary of each Association member the amount of monthly Association dues owed by the employee as certified by the Association's treasurer. The amount of dues deducted shall be forth with transmitted to the Association.

SECTION 3 - REIMBURSEMENT FOR DAMAGE TO EMPLOYEE VEHICLES: The City agrees to reimburse full-time employees in an amount not to exceed two

hundred and fifty dollars (\$250) per fiscal year for damages due to or caused by vandalism to the employee's vehicle during working hours, or when the employee is using their personal vehicle for City business. In order to be eligible for reimbursement, the employee must submit an incident report and a Sheriff's report to the City Manager and Risk Manager regarding the incident causing the damage to the vehicle.

SECTION 4 - EDUCATION REIMBURSEMENT: The City shall reimburse employees for the cost of all books and tuition incurred by the employee while attending an accredited educational institution for those courses directly related to the employee's scope of employment or which are contained within an approved curriculum of study that is directly related to the employee's scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of the California State University system. The City shall reimburse the employee for all classes the employee completes with a grade of "C" or better provided the employee provides a list of classes prior to each quarter or semester; provides verification of the cost for tuition and books; and provides a certification of completion. Upon completion of receiving a community college degree, Bachelor's degree, Master's degree, or certificate program, the employee agrees to remain employed with the City during the terms of this agreement. In the event the employee leaves during the 1st year of this agreement, 100% of the funds paid by the City is reimbursable back to the City. In the event the employee leaves during year 2 of this agreement, 50% of the funds paid by the city will be reimbursed by the employee back to the city.

SECTION 5 - UNIFORMS: The City shall provide uniforms for all employees required to wear a uniform immediately after the employee completes their probationary period, and as required throughout the employee's service with the City.

SECTION 6 - USE OF CITY SUPPLIES: The City agrees the Association may use the City's copying machines, faxes and e-mail. E-mail usage shall be for Union correspondence only; members shall sign and follow the guidelines set forth in the E-mail, and Internet policy.

SECTION 7 - USE OF CITY RESOURCES: Access to City work locations and the use of City paid time and facilities by the Association and those representing it shall be authorized only to the extent provided in the City's administrative procedures and shall be limited to activities pertaining directly to the employer-employee relationship and not such internal employee organization business as the solicitation of membership, campaigning for office, organization meetings and elections. Association activities shall not interfere with the efficiency, safety and security of City operations.

SECTION 8 - AFTER-SCHOOL PROGRAM ALLOWANCE: The City shall reserve a combined total of ten (10) slots at 50% of the regular rate in the After-School Program and Extended Day Care programs for use by employees for the care of their children or children for whom they are the primary caretaker. Should

more than ten (10) of said children seek enrollment at any one time, priority for enrollment shall be based on the employee's seniority. An employee enrolling any child other than their natural, adopted or stepchild shall be required to execute an "Affidavit of Eligibility" declaring under penalty of perjury that the child being enrolled is a member of their household and that they provide fifty percent (50%) or more of the child's financial support and maintenance.

SECTION 9 – ASSOCIATION LEAVE: Board/Stewards are allowed one (1) business day to attend a Teamsters Local 911-sponsored training once a year with sufficient, advanced notice.

SECTION 10 – DEFERRED COMPENSATION: The City shall contribute, effective after City Council ratification, a 25% match up to \$300 per month to the deferred compensation plan on behalf of each bargaining unit employee.

ARTICLE VIII

MODIFICATION AND DURATION

SECTION 1 - MODIFICATION AND WAIVER: The City and the Association agree that this Memorandum of Understanding contains all of the covenants, stipulations, and agreements of the parties. The City and the Association understand that provisions contained in the Municipal Code, personnel rules, or administrative orders that directly relate to matters within the scope of representation are a part of this Memorandum of Understanding. Except as otherwise provided, the City and the Association agree, understand and reserve the right, upon mutual agreement, to meet and confer in good faith with respect to any subject or matter covered in this Memorandum of Understanding.

SECTION 2 - SEVERABILITY: Notwithstanding any other provisions of this Memorandum of Understanding, in the event that any article, section, or subsection of this Memorandum of Understanding shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this Memorandum of Understanding, or impose additional obligations on the City, the City and the Association shall meet and confer on the affected article, section, or subsection. In such event, all other articles, sections or subsections of this Memorandum of Understanding not affected shall continue in full force and effect.

SECTION 3 - DURATION:

- A. This Memorandum of Understanding shall be binding on the City and the Association when approved and adopted by the City Council.
- B. Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and in effect from July 1, 2024 and shall remain in full force and in effect until and including the 30th day of June 2027.

- C. The Association shall present a proposal for a successor Memorandum of Understanding to the City by March 31, 2027.

SECTION 5 - EMPLOYEE RIGHTS: The City and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations, and the equal alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights.

- A. Employees in positions contained within the Association's bargaining unit shall not be able to represent themselves for the purposes of negotiating revisions to the terms of this agreement.
- B. No employee will be interfered with, intimidated, coerced, restrained or discriminated against by any employee organization because of the exercise of his/her employment rights.
- C. Employees may discuss matters regarding items contained in this Memorandum of Understanding or conditions of employment with the officers of the Association for clarification or assistance during off-duty hours or during lunch hours and breaks or upon authorization according to administrative orders.
- D. Management and confidential employees may not represent any employee organization that represents other employees of the City on matters within the scope of representation.

ARTICLE IX

EMPLOYEE BENEFITS

SECTION 1 - ALTERNATIVE WORKWEEK: The City shall continue a 4/10 work week for all classified employees.

SECTION 2 - VACATION TERMS: Bargaining unit members will be subject to the following vacation provisions:

- A. Employees may accrue up to a maximum of 320 hours of unused vacation leave. Upon reaching 320 hours, employees shall earn no additional vacation accrual until their balance of accrued but unused vacation leave is reduced below 320 hours. Upon a written administrative determination of the City Manager that work demands prevent an employee from using vacation time on a timely basis, the City Manager may permit an employee to exceed the maximum accrual cap by a specified amount and for a specified time, not to exceed 40 hours of vacation time and six (6) months. The City Manager may also require a plan designed to bring the employee back into compliance with vacation accrual limitations. It is the responsibility of each

employee to arrange for timely use or, to the extent available, cash conversion of vacation time well in advance of reaching the maximum accrual limit.

- B. All employees who have accrued in excess of 250 hours will be paid for the excess vacation on a dollar for-dollar basis on June 30, or the last day in which City Hall is open prior to June 30 if June 30 is on a day in which City Hall is closed. Cash out request forms are due to the Finance Department no later than two business days prior to when checks will be issued to eligible City employees. Additionally, employees can be paid for the excess vacation on December 31, or the last day in which City Hall is open prior to December 31 if December 31 falls on a day in which City Hall is closed. Cash out request forms are due to the Finance Department no later than two business days prior to when checks will be issued to eligible City employees.
 - 1. Must have taken minimum hours of vacation in the fiscal year so that at the end of the fiscal year the vacation accrual does not exceed 320 hours.
 - 2. The request must otherwise comply with reasonable rules and procedures established by the City Manager.
 - 3. A qualifying employee may elect to be paid effective on either date referenced in Article IX, Section II, Item B, but may only be paid for excess vacation twice per fiscal year.
- C. If vacation time is not taken due to administration determination, the employee shall be entitled to the stated cash-out provisions, as determined by the City Manager in his or her sole discretion.
- D. Employees appointed to a full-time position in this bargaining unit after October 11, 2011 shall be credited with vacation leave at the following rates based upon the length of service:
 - 1. Eight (8) hours per month or ninety-six (96) hours per year (accrued at the rate of 3.692 for 26 pay periods annually) during the first five (5) years of service;
 - 2. Ten (10) hours per month or one hundred twenty (120) hours per year (accrued at the rate of 4.615 for 26 pay periods annually) during the sixth (6th) through the tenth (10th) years of service;
 - 3. Twelve (12) hours per month or one hundred forty-four (144) hours per year (accrued at the rate of 5.538 for 26 pay periods annually) during the eleventh (11th) through fifteenth (15th) years of service;
 - 4. Thirteen (13) hours and twenty (20) minutes per month or one hundred fifty-six (156) hours per year (accrued at the rate of

6.000 for 26 pay periods annually) during the sixteenth (16th) through the twentieth (20) years of service; and

- E. Employees appointed to a full-time position in this bargaining unit before October 10, 2011 shall be credited with vacation leave at the following rates based upon the length of service:
1. With the leave accruals in Article IX, Section II, Item D, Numbers 1-4; and
 2. Sixteen (16) hours and forty (40) minutes (16.66 hours) per month or one hundred ninety-nine point two (199.92) hours per year (accrued at the rate of 7.689 hours bi-weekly for 24 of the 26 pay periods annually) after the twenty-first year and following years of service.
- F. City Hall will be closed on all days between the Christmas Eve and New Year Holidays. Except as otherwise determined by the City Manager, City services will be suspended and employees will not be scheduled to work during this time. Employees shall be allowed to utilize available vacation hours or compensatory leave to remain in paid status while City services are suspended during this time.

SECTION 3 - SICK LEAVE: Bargaining unit members will be subject to the following sick leave policy:

- A. Employees may accrue an unlimited number of sick leave hours;
- B. All employees who have accrued in excess of 330 hours may opt to be paid for up to 80 hours on a dollar for-dollar basis one-time per fiscal year during the payroll that includes March 31st;
- C. Employees leaving City employment shall be eligible to receive monetary compensation for any unused sick leave. The value of the accrued sick leave shall be calculated based on the employee's anniversary date as illustrated in the chart below:

Years of Service	Value of Sick Leave
0 - 10 years	0%
10 years plus	10%

SECTION 4 - HOLIDAY LEAVE: If a holiday falls on a day on which an employee is not scheduled to work, that employee shall be entitled to a floating holiday which must be utilized within one year of its accrual.

ARTICLE X

PROBATIONARY PROCEDURES

SECTION 1 - DURATION OF PROBATIONARY PERIOD: An employee appointed or promoted to a position in the classified service shall serve a probationary period of not less than six (6) months beginning on the effective date of appointment or promotion. The City shall evaluate a probationary employee during the probationary period. The City shall conduct the evaluation at approximately the mid-point of the probationary period.

Non-promotional probationary employees shall not be entitled to bereavement leave, personal leave or religious leave during the probationary period. Non-promotional probationary employees shall earn sick leave and vacation leave, but may not use such leave until successful completion of the probationary period.

ARTICLE XI

TERMINATION PROCEDURES

SECTION 1 - RESIGNATION: An employee absent from work without authorization for three consecutive working days or more shall be considered to have voluntarily resigned from City service.

ARTICLE XII

DISCIPLINARY PROCEDURES

SECTION 1 - LEGITIMATE REASON FOR DISCIPLINARY ACTION:

Disciplinary action consists of the discharge, involuntary demotion or suspension of an employee. An employee shall not be discharged, involuntarily demoted or suspended except for a legitimate reason. A legitimate reason for disciplinary action may include, but shall not be limited to the following:

1. Violation of administrative orders;
2. Failure to properly perform assigned duties;
3. Theft of City property;
4. Insubordination;
5. Conviction of a felony or conviction of a misdemeanor relating to the employee's fitness to perform assigned duties;

6. Unauthorized absence from employment;
7. Tardiness;
8. Failure to maintain satisfactory working relationships with other employees or the public;
9. Reporting for work, or being at work under the influence of or in possession of alcohol, or non-prescribed controlled substances;
10. Improper use of City funds;
11. Unauthorized use of City property;
12. Failure to properly care for City property;
13. Misstatement of a material fact;
14. Failure to maintain any employment qualification;
15. Willful falsification of any City report or record;
16. Failure to comply with health and safety standards;
17. Other failure of good behavior either during or outside of employment such that the employee's conduct causes discredit to the City.

SECTION 2 - DISCIPLINING AUTHORITY: The City Manager or his/her designee shall have the responsibility to institute a disciplinary action, to schedule and conduct any pre-disciplinary conference and to impose disciplinary action.

SECTION 3 - NOTICE OF DISCIPLINE: Except as otherwise provided in the Personnel Rules, prior to imposing any disciplinary action, the Disciplining Authority shall notify the employee in writing of the nature of the proposed disciplinary action and its proposed effective date; the reason for the proposed disciplinary action; any specific charges against the employee; of the employee's right to receive copies of the written documents and materials upon which the proposed disciplinary action is based; and of the employee's right to respond to the charge, either orally or in writing.

SECTION 4 - REPRESENTATION: Employees are entitled to have an Association representative present during any interview that may result in discipline. Employees:

- A. Must request an Association representative to be called into the meeting.

- B. Must have a reasonable belief that discipline will result from the meeting.

SECTION 5 - EMERGENCY SUSPENSION: When the Disciplining Authority determines that an employee's conduct threatens or has caused injury to persons or property, or presents the possibility for additional misconduct, the Disciplining Authority may impose a suspension against the employee, effective immediately, until a pre-disciplinary conference is conducted pursuant to the Personnel Rules.

Within three (3) business days of such emergency suspension, the Disciplining Authority shall issue the employee the written notification specified in Section 3, above. The Disciplining Authority, unless otherwise requested by the employee, shall conduct a pre-disciplinary conference in not less than ten (10) days after the effective date of the emergency suspension.

The imposition of an emergency suspension against an employee does not preclude the Disciplining Authority from proposing a more severe disciplinary action against the employee receiving an emergency suspension.

The appeal rights of an employee receiving an emergency suspension shall be governed by the procedures provided for in the Personnel Rules for employees disciplined in a non-emergency situation.

SECTION 6 - REPRIMAND: A reprimand is a written criticism of an employee's work performance or conduct and may be issued to an employee in accordance with Article XII, Section 1, of this agreement. While a reprimand in and of itself is not a disciplinary action, it may form the basis of subsequent disciplinary action.

SECTION 7 - ORAL WARNING: An oral warning is a private conference between an employee and a Supervisor or Disciplining Authority at which the employee is informed of a deficiency in performance or conduct and advised as to corrective action which should be taken to improve the performance or conduct in question.

SECTION 8 - PERSONNEL FILES:

- A. Upon request, a personnel file shall be open for inspection by the employee or by his/her representative with the written consent of the employee concerned.
- B. When adverse material is to be placed in a personnel file, the City shall (1) notify the employee, (2) upon request, discuss the matter with the employee, and (3) request the employee to initial such material merely to confirm he/she has seen it. This shall not apply to the records of an employee relating to the investigation of a possible criminal offense or apply to letters of reference.

- C. Any adverse material, except above mentioned, withheld from the employee or the representative by management may not be used in any disciplinary proceedings.

ARTICLE XIII

APPEAL PROCEDURES

SECTION 1 - REQUEST FOR DISCIPLINARY HEARING: Employees shall have the right to appeal the imposition of disciplinary action. When an employee requests a disciplinary hearing, the request shall be in writing, signed by the employee, and presented to the City Manager within ten (10) days after the effective date of the imposition of the disciplinary action. Any such request shall be addressed to the City Manager and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee. All disciplinary hearings shall be conducted in private unless the employee requests, in writing, a public hearing. If the employee fails to request a disciplinary hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

SECTION 2 - SCHEDULING OF DISCIPLINARY HEARING: The City Manager shall schedule any disciplinary hearing within a reasonable time after the filing of the employee's request, considering the availability of a hearing officer and the convenience of the employee and the witnesses.

SECTION 3 - HEARING OFFICER: The City Manager may be the Hearing Officer for a disciplinary hearing or the City Manager may designate any third party as the Hearing Officer.

SECTION 4 - REPRESENTATION AT DISCIPLINARY HEARING: At the disciplinary hearing, the employee may appear personally and may be represented by counsel or other representative. The employee and the City shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.

SECTION 5 - BURDEN OF PROOF AND EVIDENCE: The City shall have the burden of proof at the disciplinary hearing and shall be required to prove the charges against the employee by a preponderance of the evidence. The disciplinary hearing shall not be conducted according to the technical rules of evidence.

SECTION 6 - CONDUCT OF DISCIPLINARY HEARING: The conduct of the disciplinary hearing shall be under the control of the Hearing Officer with due regard for the rights and privileges of the parties. The City Manager shall promulgate reasonable rules and regulations governing the conduct of the disciplinary hearings. The rules and regulations shall be available to employees. During the examination of a witness, the Hearing Officer may exclude from the

hearing any and all other witnesses. The Hearing Officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.

SECTION 7 - HEARING OFFICER'S DECISION: Within a reasonable time after the disciplinary hearing, the Hearing Officer shall issue a written decision containing findings of fact and conclusions of law. The Hearing Officer shall have the authority to affirm, revoke or reduce the disciplinary action imposed against the employee. Except as otherwise provided for in this Memorandum of Understanding, the Hearing Officer's decision constitutes a final resolution of any disciplinary action and no further appeal shall be permitted within the City's administrative process.

SECTION 8 - APPEAL OF HEARING OFFICER'S DECISION: If the disciplinary action reviewed by the Hearing Officer constitutes discharge or a suspension of more than ten (10) working days, the Disciplining Authority or the employee may request an appeal hearing before the City Council to review the Hearing Officer's decision. If the employee fails to request an appeal hearing within the prescribed time, the employee shall have waived the right to an appeal hearing and all rights to further appeal of the disciplinary action.

SECTION 9 - REQUEST FOR APPEAL HEARING: When an employee requests an appeal hearing, the request shall be in writing, signed by the employee and filed with the City Council within ten (10) business days after the notification of the Hearing Officer's decision. The appeal shall be addressed to the City Council and shall identify the decision appealed from the grounds for the appeal and the relief requested by the employee. All appeal hearings shall be conducted in private unless the employee requests, in writing, a public hearing. The City Council shall schedule any appeal hearing within a reasonable time and conduct any appeal hearing within fifteen (15) business days after the filing of the appeal.

SECTION 10 - REPRESENTATION AT APPEAL HEARING: At the appeal hearing, the employee may appear personally and may be represented by counsel or other representative. The employee and the City shall have the right to present oral and written arguments to the City Council.

SECTION 11 - CITY COUNCIL'S DECISION: The decision of the City Council shall be in writing and contain findings of fact and conclusions of law within ten (10) working days following the hearing. The City Council may affirm, revoke or reduce the decision of the Hearing Officer. Except as otherwise provided for in these Memorandum of Understanding, the City Council's decision shall constitute a final resolution of any disciplinary action and no further appeal shall be permitted within the City's administrative process.

SECTION 12 - BINDING ARBITRATION: If the decision of the City Council constitutes the discharge of an employee or the suspension of an employee for more than ten (10) working days, the Association president, or his/her designee,

may request that the City Council's decision be submitted to arbitration as provided within Personnel Rule XIV, Section 5.

ARTICLE XIV

GRIEVANCE PROCEDURES

SECTION 1 - PURPOSE OF GRIEVANCE PROCEDURES: The grievance procedures shall be used to resolve employee complaints concerning the express terms and conditions of employment with the City. The grievance procedures shall not be used for:

- A. The resolution of any complaint concerning any disciplinary action; or
- B. The resolution of any complaint concerning any aspect of the employment examination process.

SECTION 2 - MATTERS SUBJECT TO GRIEVANCE PROCEDURE:

- A. Violation of a specific term of this Memorandum of Understanding between the City and the Association;
- B. Improper application of rules, regulations and procedures;
- C. Unfair treatment, including coercion, restraint or reprisal;
- D. The impact of a reduction in force action (layoff);
- E. Promotion procedures unfairly implemented;
- F. Discrimination because of race, religion, color, creed, disability, sex, marital status, national origin or sexual orientation; or
- G. Any other matter affecting the terms and conditions of employment.

SECTION 3 - GENERAL PROCEDURES:

- A. Any grievance not filed or appealed to the next step within the time limits established in the grievance procedures shall be deemed settled on the basis of the last decision and not subject to further appeal or reconsideration.
- B. Failure by City to reply to a grievance within the time limits established in the grievance procedures shall automatically grant the right to process the grievance to the next level.

- C. By mutual agreement and for good cause, any level of review, or any time limits established in these procedures, may be waived or reasonably extended in writing at any step in the grievance procedure.
- D. By mutual agreement, the grievance may revert to a prior level for reconsideration.
- E. If a grievance is returned to the employee for insufficiency, the City will state in writing the reasons for the return. If the grievance was timely filed initially, new time limits for filing a revised grievance shall commence in accordance with Section 5 (B) of these procedures.
- F. The settlement of any specific complaint(s) or grievance(s) shall not constitute a precedent for settlement of complaints or grievances, nor for the interpretation of this Memorandum of Understanding to other individuals or circumstances.

SECTION 4 - RIGHTS, RESPONSIBILITIES AND RESTRICTIONS:

- A. Employees have the right to the assistance of a representative of their choice in the preparation of their written grievance and to represent them in formal or informal grievance meetings. The grievant may be required by either party to be present in any or all meetings, related to their grievance.
- B. Employees selected as a representative in a grievance must obtain the permission of his/her supervisor to be absent from his/her duties to attend a grievance meeting. The employee representative shall provide his/her supervisor with reasonable advance notice to ensure that his/her absence will not interfere with Departmental operations.
- C. Grievances may be submitted on City time. In scheduling the time, place and duration of any grievance meeting, the operational needs of the City shall be of paramount consideration. Neither the grievant nor the City shall lose their rights because of limitations in scheduling meetings or limitations placed on the release of an employee representative due to the operational needs of the City.
- D. Only a person selected by a grievant and made known to the City two (2) business days prior to a scheduled formal grievance shall have the right to represent or advocate as an employee's representative.
- E. The City shall notify the president of the Association of any grievance involving the terms and conditions of this Memorandum of Understanding. The president, or his or her designee, with the permission of the grievant, may be present as an observer at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms of this

Memorandum of Understanding. If the Association representative is permitted by the grievant to attend any formal grievance meeting, he/she must obtain his/her supervisor's prior permission to be absent from his/her assigned duties.

- F. Only persons who have direct, first-hand knowledge of the event(s) giving rise to the grievance may be called as witnesses.
- G. Supervisors and department heads have the responsibility to inform an employee of any limitation of their authority to fully resolve a grievance. Employees have the responsibility to state clearly and concisely the specific action(s) being grieved, the article(s) allegedly violated, and the specific remedy requested.

SECTION 5 - GRIEVANCE PROCEDURES:

- A. Informal Discussion of Grievance: Within seven (7) business days from the occurrence of the matter on which a complaint is based, or within seven (7) business days from his/her knowledge of such occurrence, an employee shall informally discuss the matter with their immediate supervisor. If after such a discussion, the grievance has not been satisfactorily resolved, the employee shall have the right to file a formal grievance.
- B. First Level of Review: Within seven (7) business days after the informal discussion of the grievance with the employee's immediate supervisor, the employee shall have the right to file a formal written grievance with the employee's immediate supervisor. All formal grievances shall comply with the requirements of Section 4.G, above. Within seven (7) business days of receiving a formal written grievance, the immediate supervisor shall render a decision in writing to the employee on the original copy of the grievance. Should the grievance contain more than one issue, the grievant may accept any decision in part, and may continue the grievance process until all issues are resolved.
- C. Second Level of Review: Within seven (7) business days from his/her receipt of the immediate supervisor's written decision, and using the returned original copy of the grievance form, the employee may appeal the supervisor's decision to the City Manager, using the original copy of the grievance form. Within ten (10) business days from receipt of the employees' grievance, the City Manager or his/her designee who has not been involved in the grievance in the prior two (2) levels shall review the grievance and render a written decision and the reasons therefore to the employee. The decision of the City Manager shall conclude the administrative procedures for the grievance. Again, should the grievance be partially resolved at this level, the grievant may accept the partial resolution and continue the grievance process until all issues are resolved.

SECTION 6 - BINDING ARBITRATION:

- A. Within seven (7) business days from his/her receipt of the City Manager's or his/her designee's written decision, or should the City Manager or his/her designee fail to render a decision within the time period provided by these procedures, the Association president, or his/her designee, may request that a grievance be submitted to arbitration as provided for hereinafter.
- B. Only those grievances that directly concern or involve the interpretation or application of the specific terms and conditions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - 1. The interpretation, application, merits or legality of any federal, state or local law or ordinance, including specifically all ordinances adopted by the City Council. The interpretation, application, merits or legality of the exercise of the City's exclusive rights and authorities as specified in Article V of this Memorandum of Understanding.
- C. In the event the Association desires to request that a grievance, which meets the requirements of Section 6.B here of, be submitted to arbitration, it shall, within the time requirements set forth above, transmit a written request to the State Mediation & Conciliation Service with a copy thereof simultaneously transmitted to the City Manager.
- D. The parties shall select a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator, they shall notify the State Mediation & Conciliation Service and request that it provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the list of arbitrators provided by the State Mediation & Conciliation Service, they will select an arbitrator through an alternate striking of names from that list. The last remaining name on the list will be the selected arbitrator. The party to strike the first name will be determined by chance.
- E. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by the State Mediation & Conciliation Service unless the parties hereto agree to other rules or procedures for the

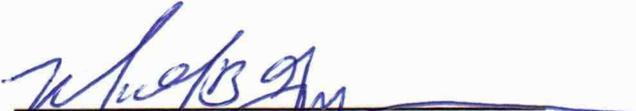
conduct of such arbitration. The parties involved shall share the fees and expenses of the arbitrator equally. All other expenses including but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the party incurring such cost, unless otherwise agreed by the parties. The parties involved shall share the costs of transcripts and similar materials required or requested by the arbitrator equally.

- F. Prior to a hearing by an arbitrator, a representative of the City and the Association shall meet and prepare a joint statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the City and Association cannot agree on the joint statement, each party shall present to the arbitrator, at the hearing, its own submission statement; in which case the arbitrator shall determine which of the submitted issues are to be resolved.
- G. The decision of the arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding. The decision of the arbitrator shall be binding upon the Association to the extent the decision and award of the arbitrator does not require action by the City Council, such decision and award shall be binding upon the City. If within sixty (60) business days of receiving notice of a decision and award requiring action by the City Council, such action is not taken, the Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under this Memorandum of Understanding.

THIS MEMORANDUM OF UNDERSTANDING is hereby executed by the authorized representatives of the CITY OF SOUTH EL MONTE and the SOUTH EL MONTE EMPLOYEES' ASSOCIATION and shall become effective when the same has been ratified and adopted by resolution of the City Council of the City of South El Monte.

Representatives of the South El Monte Employees' Association

Management Representatives of South El Monte

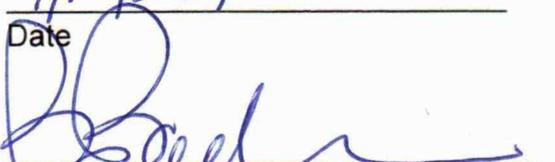

Michael Grijalva, Teamsters 911 /


Rene Salas, City Manager

SEMEA Representative

9/17/2024
Date

Date


Brianna Badar, SEMEA Representative


Iyob Tessema
Director of Human Resources and Risk Management

9/19/24
Date

9/12/24
Date


Raul Rodriguez, SEMEA Representative

9-12-2024
Date


Ray Saucedo, SEMEA Representative

9-17-2024
Date

ATTACHMENT A

City of South El Monte



Hourly Monthly Salary Schedules for SEMEA Members

Period: July 1, 2024 - June 30, 2025

<u>Job Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Accountant	36.685898	38.520193	40.446203	42.468513	44.591939
Admin Assistant I (City Hall)	29.465101	30.938356	32.485274	34.109537	35.815014
Admin Assistant I (Community Services)	29.465101	30.938356	32.485274	34.109537	35.815014
Admin Clerk Community Development	23.192234	24.351846	25.569438	26.847910	28.190306
Admin Clerk Public Safety	22.138042	23.244944	24.407191	25.627551	26.908928
Admin Clerk Public Works	23.192234	24.351846	25.569438	26.847910	28.190306
Assistant Planner	36.554335	38.382052	40.301155	42.316212	44.432023
Clerical Assistant	21.206979	22.267328	23.380695	24.549729	25.777216
Code Enforcement Coordinator	32.243407	33.855577	35.548356	37.325774	39.192063
Code Enforcement Officer	33.597734	35.277621	37.041502	38.893577	40.838256
Communications Coordinator	32.243407	33.855577	35.548356	37.325774	39.192063
Community Development Analyst	36.744438	38.581660	40.510743	42.536280	44.663094
Community Development Executive Assistant	33.724237	35.410449	37.180971	39.040020	40.992021
Community Services Analyst	36.846909	38.689254	40.623717	42.654903	44.787648
Department Clerk	28.812940	30.253587	31.766267	33.354580	35.022309
Deputy City Clerk	34.998347	36.748264	38.585677	40.514961	42.540709
Driver Class B	20.674221	21.707932	22.793328	23.932995	25.129644
Equipment Mechanic	31.283472	32.847645	34.490028	36.214529	38.025256
Finance Clerk	25.655126	26.937882	28.284776	29.699015	31.183966
Grants Coordinator	33.835857	35.527650	37.304033	39.169234	41.127696
Human Resources Admin Assistant	29.465101	30.938356	32.485274	34.109537	35.815014
Landscape Supervisor	38.467062	40.390415	42.409936	44.530433	46.756954
Lead Maintenance Operator-Field	32.665616	34.298897	36.013842	37.814534	39.705260
Lead Maintenance Worker III	34.298787	36.013726	37.814412	39.705133	41.690390
Lead Maintenance Worker-Building	32.665616	34.298897	36.013842	37.814534	39.705260
Lead Maintenance Worker-Landscape	32.665616	34.298897	36.013842	37.814534	39.705260
License Enforcement Officer	24.910990	26.156539	27.464366	28.837584	30.279463
Maintenance Worker I	26.074520	27.378246	28.747159	30.184517	31.693742
Maintenance Worker II (Specialist)	32.665616	34.298897	36.013842	37.814534	39.705260
Office Assistant	23.449060	24.621513	25.852589	27.145218	28.502479
Permit Technician	30.256293	31.769108	33.357563	35.025441	36.776713
Planning Assistant	29.465101	30.938356	32.485274	34.109537	35.815014
Public Safety Officer	22.049852	23.152344	24.309961	25.525459	26.801732
Public Works Analyst	38.292523	40.207149	42.217507	44.328382	46.544801
Receptionist	22.344061	23.461264	24.634327	25.866043	27.159346
Recreation Coordinator	30.886599	32.430929	34.052476	35.755100	37.542855
Recreation Specialist	20.471859	21.495452	22.570225	23.698736	24.883673
Senior Accountant	43.264059	45.427262	47.698625	50.083556	52.587734
Senior Building Inspector	45.064868	47.318111	49.684017	52.168218	54.776629
Senior Center Receptionist	21.215313	22.276079	23.389883	24.559377	25.787346
Senior Services Coordinator	32.243407	33.855577	35.548356	37.325774	39.192063
Senior Services Specialist	20.471178	21.494737	22.569474	23.697947	24.882845
Street Supervisor	38.464382	40.387601	42.406981	44.527331	46.753697

ATTACHMENT B



Hourly

**City of South El Monte
Monthly Salary Schedules for
SEMEA Members
Period: July 1, 2025 - June 30, 2026**

<u>Job Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Accountant	38.153334	40.061001	42.064051	44.167254	46.375616
Admin Assistant I (City Hall)	30.643705	32.175890	33.784685	35.473919	37.247615
Admin Assistant I (Community Services)	30.643705	32.175890	33.784685	35.473919	37.247615
Admin Clerk Community Development	24.119924	25.325920	26.592216	27.921826	29.317918
Admin Clerk Public Safety	23.023563	24.174742	25.383479	26.652653	27.985285
Admin Clerk Public Works	24.119924	25.325920	26.592216	27.921826	29.317918
Assistant Planner	38.016509	39.917334	41.913201	44.008861	46.209304
Clerical Assistant	22.055259	23.158021	24.315923	25.531719	26.808305
Code Enforcement Coordinator	33.533143	35.209800	36.970290	38.818805	40.759745
Code Enforcement Officer	34.941643	36.688725	38.523162	40.449320	42.471786
Communications Coordinator	33.533143	35.209800	36.970290	38.818805	40.759745
Community Development Analyst	38.214215	40.124926	42.131172	44.237731	46.449617
Community Development Executive Assistant	35.073207	36.826867	38.668210	40.601621	42.631702
Community Services Analyst	38.320785	40.236825	42.248666	44.361099	46.579154
Department Clerk	29.965458	31.463731	33.036917	34.688763	36.423201
Deputy City Clerk	36.398280	38.218194	40.129104	42.135559	44.242337
Driver Class B	21.501189	22.576249	23.705061	24.890314	26.134830
Equipment Mechanic	32.534811	34.161551	35.869629	37.663110	39.546266
Finance Clerk	26.681331	28.015397	29.416167	30.886975	32.431324
Grants Coordinator	35.189292	36.948756	38.796194	40.736004	42.772804
Human Resources Admin Assistant	30.643705	32.175890	33.784685	35.473919	37.247615
Landscape Supervisor	40.005744	42.006032	44.106333	46.311650	48.627232
Lead Maintenance Operator-Field	33.972241	35.670853	37.454395	39.327115	41.293471
Lead Maintenance Worker III	35.670738	37.454275	39.326989	41.293338	43.358005
Lead Maintenance Worker-Building	33.972241	35.670853	37.454395	39.327115	41.293471
Lead Maintenance Worker-Landscape	33.972241	35.670853	37.454395	39.327115	41.293471
License Enforcement Officer	25.907429	27.202801	28.562941	29.991088	31.490642
Maintenance Worker I	27.117501	28.473376	29.897045	31.391897	32.961492
Maintenance Worker II (Specialist)	33.972241	35.670853	37.454395	39.327115	41.293471
Office Assistant	24.387023	25.606374	26.886692	28.231027	29.642578
Permit Technician	31.466545	33.039872	34.691866	36.426459	38.247782
Planning Assistant	30.643705	32.175890	33.784685	35.473919	37.247615
Public Safety Officer	22.931846	24.078438	25.282360	26.546478	27.873802
Public Works Analyst	39.824224	41.815435	43.906207	46.101517	48.406593
Receptionist	23.237823	24.399714	25.619700	26.900685	28.245719
Recreation Coordinator	32.122063	33.728167	35.414575	37.185304	39.044569
Recreation Specialist	21.290734	22.355270	23.473034	24.646686	25.879020
Senior Accountant	44.994621	47.244352	49.606570	52.086898	54.691243
Senior Building Inspector	46.867463	49.210836	51.671378	54.254947	56.967694
Senior Center Receptionist	22.063926	23.167122	24.325478	25.541752	26.818839
Senior Services Coordinator	33.533143	35.209800	36.970290	38.818805	40.759745
Senior Services Specialist	21.290025	22.354526	23.472253	24.645865	25.878158
Street Supervisor	40.002958	42.003105	44.103261	46.308424	48.623845



Hourly

ATTACHMENT C

**City of South El Monte
Monthly Salary Schedules for
SEMEA Members
Period: July 1, 2026 - June 30, 2027**

<u>Job Title</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Accountant	39.679468	41.663441	43.746613	45.933944	48.230641
Admin Assistant I (City Hall)	31.869453	33.462926	35.136072	36.892876	38.737519
Admin Assistant I (Community Services)	31.869453	33.462926	35.136072	36.892876	38.737519
Admin Clerk Community Development	25.084720	26.338957	27.655904	29.038700	30.490635
Admin Clerk Public Safety	23.944506	25.141731	26.398818	27.718759	29.104697
Admin Clerk Public Works	25.084720	26.338957	27.655904	29.038700	30.490635
Assistant Planner	39.537169	41.514027	43.589729	45.769215	48.057676
Clerical Assistant	22.937469	24.084342	25.288559	26.552987	27.880637
Code Enforcement Coordinator	34.874469	36.618192	38.449102	40.371557	42.390135
Code Enforcement Officer	36.339309	38.156274	40.064088	42.067293	44.170657
Communications Coordinator	34.874469	36.618192	38.449102	40.371557	42.390135
Community Development Analyst	39.742784	41.729923	43.816419	46.007240	48.307602
Community Development Executive Assistant	36.476135	38.299942	40.214939	42.225686	44.336970
Community Services Analyst	39.853617	41.846297	43.938612	46.135543	48.442320
Department Clerk	31.164076	32.722280	34.358394	36.076314	37.880130
Deputy City Clerk	37.854212	39.746922	41.734268	43.820982	46.012031
Driver Class B	22.361237	23.479299	24.653264	25.885927	27.180223
Equipment Mechanic	33.836203	35.528013	37.304414	39.169635	41.128116
Finance Clerk	27.748584	29.136013	30.592814	32.122454	33.728577
Grants Coordinator	36.596863	38.426706	40.348042	42.365444	44.483716
Human Resources Admin Assistant	31.869453	33.462926	35.136072	36.892876	38.737519
Landscape Supervisor	41.605974	43.686273	45.870587	48.164116	50.572322
Lead Maintenance Operator-Field	35.331130	37.097687	38.952571	40.900200	42.945210
Lead Maintenance Worker III	37.097568	38.952446	40.900068	42.945072	45.092325
Lead Maintenance Worker-Building	35.331130	37.097687	38.952571	40.900200	42.945210
Lead Maintenance Worker-Landscape	35.331130	37.097687	38.952571	40.900200	42.945210
License Enforcement Officer	26.943726	28.290913	29.705458	31.190731	32.750268
Maintenance Worker I	28.202201	29.612311	31.092927	32.647573	34.279952
Maintenance Worker II (Specialist)	35.331130	37.097687	38.952571	40.900200	42.945210
Office Assistant	25.362503	26.630629	27.962160	29.360268	30.828281
Permit Technician	32.725206	34.361467	36.079540	37.883517	39.777693
Planning Assistant	31.869453	33.462926	35.136072	36.892876	38.737519
Public Safety Officer	23.849119	25.041575	26.293654	27.608337	28.988754
Public Works Analyst	41.417193	43.488052	45.662455	47.945578	50.342857
Receptionist	24.167336	25.375703	26.644488	27.976713	29.375548
Recreation Coordinator	33.406946	35.077293	36.831158	38.672716	40.606352
Recreation Specialist	22.142363	23.249481	24.411955	25.632553	26.914181
Senior Accountant	46.794406	49.134126	51.590833	54.170374	56.878893
Senior Building Inspector	48.742161	51.179269	53.738233	56.425144	59.246402
Senior Center Receptionist	22.946483	24.093807	25.298497	26.563422	27.891593
Senior Services Coordinator	34.874469	36.618192	38.449102	40.371557	42.390135
Senior Services Specialist	22.141626	23.248707	24.411143	25.631700	26.913285
Street Supervisor	41.603076	43.683230	45.867391	48.160761	50.568799



**TENTATIVE AGREEMENT BETWEEN THE CITY OF
SOUTH EL MONTE AND THE SOUTH EL MONTE
EMPLOYEES' ASSOCIATION FOR A SUCCESSOR
MOU July 1, 2024 – June 30, 2027
August 1, 2024**

The current Memorandum of Understanding (“MOU”) between the City and the South El Monte Employees’ Association (“Association”) expires by its own terms on June 30, 2024. At the Association’s request, the parties met and commenced negotiations on March 6, 2024 and continuing March 20, 2024; April 3, 2024; April 24, 2024; May 22, 2024; and June 18, 2024 seeking agreement for a successor MOU pursuant to the Meyers-Milias-Brown Act (“MMBA”) (Gov’t Code Sections 3500 - 3511). The following Tentative Agreement for a successor MOU between the City and the Association and its deal terms have been ratified by the Association, but remains subject to formal approval/adoption by the City Council per California Government Code Section 3505.1, which provides:

“If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.”

The deal points for the successor MOU for the Fiscal Year 2024-2027 covering the wages, hours and other terms and conditions of employment of the employees in the bargaining unit represented by the Association are set forth below. All terms and conditions of the current Association MOU 2022-2024 shall be maintained unless expressly modified or changed herein until the successor MOU is jointly prepared by the parties, ratified by the Association and approved by City Council.

TENTATIVE AGREEMENT DEAL POINTS

Article No.	Subject	Existing MOU	Changes to MOU
MOU Title	MOU Term	MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH	MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH

		EL MONTE AND THE SOUTH EL MONTE EMPLOYEES' ASSOCIATION, FOR THE PERIOD BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2024	EL MONTE AND THE SOUTH EL MONTE EMPLOYEES' ASSOCIATION, FOR THE PERIOD BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2027
Article II, Section 3: Wages	Base Hourly Compensation Increases	<p>General salary increases are as follows and are attached hereto as Attachments A and B:</p> <p>A. Effective July 1, 2022, salary ranges will be increased by 5%.</p> <p>B. Effective July 1, 2023, salary ranges will be increased by 3%.</p>	<p>Base hourly compensation increases are as follows and are attached hereto as Attachments A, B, and C:</p> <p>A. Effective July 1, 2024, base hourly compensation will be increased retroactively by 7%.</p> <p>B. Effective July 1, 2025, base hourly compensation will be increased by 4%.</p> <p>C. Effective July 1, 2026, base hourly compensation will be increased by 4%.</p>
Article II, Section 5: Bilingual Skill Pay	Reinstate Bilingual Skill Pay	Effective 11/1/10, the parties agree to suspend bilingual skill pay indefinitely.	The City will pay a Flat Rate of \$100 per month for two (2) employees from City Hall, one (1) employee from Community Development Department, one (1) employee from Community Services, one (1) employee from Public Works,

			<p><i>and one (1) employee from Code Enforcement/Public Safety for a grand total of six (6) employees. The City will administer the reading, writing, and speaking Spanish language competency test. Those employees that score the highest on the Spanish language competency test will receive \$100 per month. In the event there is a tie in the highest scoring amongst the test takers, seniority will be the determining factor. Test takers may also need to prove that they consistently utilize this language during the normal course of their work.</i></p>
<p>Article II, Section 11: Boot/Insole Allowance</p>	<p>Include Provision for Second Pair (City Manager Approval)</p>	<p>Every calendar year, all employees required to wear safety-type work shoe/boot shall be entitled to reimbursement for safety-type shoe/boot or insoles for such shoe/boot from the City for an amount up to \$200.00 provided that the employee has provided management with verification or</p>	<p>Every calendar year, all employees required to wear safety-type work shoe/boot shall be entitled to reimbursement for safety-type shoe/boot or insoles for such shoe/boot from the City for an amount up to \$200.00 provided that the employee has provided management with</p>

		receipt within 6 months of purchase.	verification or receipt within 6 months of purchase. <i>If a second pair of shoes/boots are needed, the City Manager may approve the purchase and reimbursement.</i>
Article II, Section 12: One-Time Equity Adjustment	Removal of this Provision		There is a one-time five percent (5%) equity adjustment for employees identified in the classification and compensation study as being under paid by 5% or more. This adjustment is retroactively applied back to July 1, 2022. The City and Association agree the right to meet and confer on the results of the implementation of the classification and compensation study during the term of the agreement.
Article II, Section 13: One-Time Bonus	Removal of this Provision		A One-time bonus of \$2,500 is to be paid at the beginning of first contract year of \$1,250 and at the beginning of the second contract year of \$1,250.
Article III, Section 5: Bereavement Leave	Include a Provision for Distance Traveled	The City Manager shall grant an employee bereavement leave for a period not exceeding three (3) work days for deaths within the employee's	<i>Paid bereavement leave shall not be considered accrued leave which an employee may use at their discretion, but is granted by reason of the death of a member of the</i>

		<p>immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the employee's household, and the employee's spouse, registered domestic partner; parents or step-parents; spouse's parents or step-parents; brothers, step-brothers or half-brothers; sisters, step-sisters or half-sisters; employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased.</p>	<p><i>employee's immediate family. Immediate family is defined as any relative by blood or marriage who is a member of the employee's household, and the employee's spouse, registered domestic partner; parents or step-parents; spouse's parents or step-parents; brothers, step-brothers or half-brothers; sisters, step-sisters or half-sisters; employee's grandparents; spouse's grandparents; grandchildren; aunts and uncles, in-laws, regardless of the residence of the deceased. An employee may take a maximum of five (5) working days of bereavement leave each time a death occurs within an employee's immediate family. Up to three of five paid working days shall be paid Bereavement Leave and the remaining up to two days may be from any other accrued leave bank or be unpaid, at the employee's election.</i></p>
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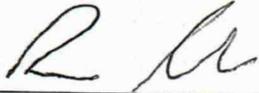
		<p><i>In order to receive paid bereavement leave, the employee must have completed at least thirty (30) days of employment with the City and notify Human Resources at the earliest possible time, generally before 8:30 a.m. on the day that the leave is first requested, followed by a completed Leave Request Form submitted to Human Resources upon return from leave. Bereavement leave must be completed within three (3) months of the family member's death and may be intermittent leave and is not required to be used in consecutive amounts. Employees are required to provide documentation of the family member's death within thirty (30) days of the first day of the leave. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral</i></p>
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			<p><i>home, burial society, crematorium, religious institution, or governmental agency. The City shall maintain the confidentiality of any employee requesting leave under this Section. Any documentation provided to the City regarding this leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as necessary, or as required by law.</i></p>
<p>Article VII, Section 4: Education Reimbursement</p>	<p>Include a reimbursement provision if employee leave during Year 3 of this MOU</p>	<p>The City shall reimburse employees for the cost of all books and tuition incurred by the employee while attending an accredited educational institution for those courses directly related to the employee's scope of employment or which are contained within an approved curriculum of study that is directly related to the employee's scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of the California State University</p>	<p>The City shall reimburse employees for the cost of all books and tuition incurred by the employee while attending an accredited educational institution for those courses directly related to the employee's scope of employment or which are contained within an approved curriculum of study that is directly related to the employee's scope of employment. Tuition shall be reimbursed at rates up to the tuition rates of the California State University</p>

		<p>system. The City shall reimburse the employee for all classes the employee completes with a grade of "C" or better provided the employee provides a list of classes prior to each quarter or semester; provides verification of the cost for tuition and books; and provides a certification of completion. Upon completion of receiving a community college degree, Bachelor's degree, Master's degree, or certificate program, the employee agrees to remain employed with the City during the terms of this agreement. In the event the employee leaves during the 1st year of this agreement, 100% of the funds paid by the City is reimbursable back to the City. In the event the employee leaves during year 2 of this agreement, 50% of the funds paid by the city will be reimbursed by the employee back to the city.</p>	<p>system. The City shall reimburse the employee for all classes the employee completes with a grade of "C" or better provided the employee provides a list of classes prior to each quarter or semester; provides verification of the cost for tuition and books; and provides a certification of completion. Upon completion of receiving a community college degree, Bachelor's degree, Master's degree, or certificate program, the employee agrees to remain employed with the City during the terms of this agreement. In the event the employee leaves during the 1st year of this agreement, 100% of the funds paid by the City is reimbursable back to the City. In the event the employee leaves during year 2 of this agreement, 50% of the funds paid by the city will be reimbursed by the employee back to the city.</p> <p><i>In the event the employee leaves</i></p>
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			<i>during Year 3 of this agreement, 25% of the funds paid by the city will be reimbursed by the employee back to the city.</i>
Article VII, Section 9: Association Leave	Add new Provision authorizing Additional Leave	(Existing Article does not define Association Leave)	<i>Board/Stewards are allowed one (1) business day to attend a Teamsters Local 911-sponsored training once a year with sufficient, advanced notice.</i>
Article VII, Section 10: Deferred Compensation	Add new Provision authorizing Deferred Compensation	(Existing Article does not define Deferred Compensation)	<i>The City shall contribute, effective after City Council ratification, a 25% match up to \$300 per month to the deferred compensation plan on behalf of each bargaining unit employee.</i>

City of South El Monte

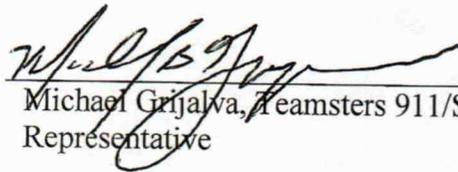


Rene Salas, City Manager

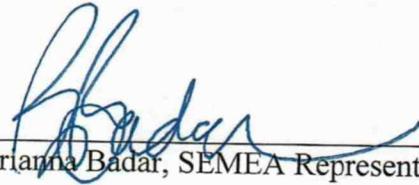


Iyob Tessema, Director of
Human Resources and Risk Management

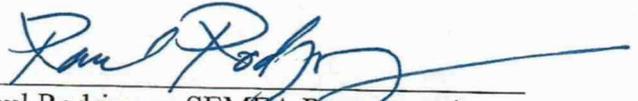
South El Monte Employees' Association



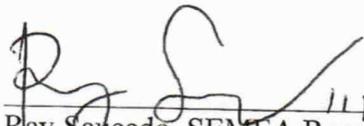
Michael Grijalva, Teamsters 911/SEM EA
Representative



Brianna Badar, SEM EA Representative



Raul Rodriguez, SEM EA Representative



Ray Saucedo, SEM EA Representative