

SEIU Local 721  
**City of La Puente**  
Memorandum of Understanding

July 1, 2015,  
through  
June 30, 2017

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA PUENTE  
AND LOCAL 721, SERVICE EMPLOYEES INTERNATIONAL UNION**

**CONTENTS**

1. TERM .....	1
2. RECOGNITION.....	1
3. MANAGEMENT RIGHTS.....	1
4. UNION RIGHTS .....	3
5. COMPENSATION AND BENEFITS .....	4
A. SALARY RATES .....	4
B. DENTAL/OPTICAL (D.O.C.) PLAN.....	4
C. EDUCATION REIMBURSEMENT.....	5
D. LONG TERM DISABILITY .....	5
E. HEALTH INSURANCE.....	6
F. HOLIDAYS .....	6
G. BEREAVEMENT LEAVE .....	7
H. JURY DUTY .....	7
I. RETIREMENT — CALPERS.....	7
J. VESTED REQUIREMENT FOR RETREEE HEALTH.....	8
K. UNIFORMS .....	9
L. LIFE INSURANCE.....	9
M. BILINGUAL PAY.....	9
N. ACTING PAY .....	9
O. ALTERNATIVE WORK WEEK.....	10
P. SEVERABILITY .....	10
6. AMENDMENT OR REVISIONS TO CITY PERSONNEL RULES AND REGULATIONS .....	10
7. PAYROLL DEDUCTIONS AND MAINTENANCE OF MEMBERSHIP.....	10
A. UNION DUES.....	10
B. VOLUNTARY POLITICAL CONTRIBUTIONS .....	10
C. AGENCY SHOP .....	11
8. CONCLUSIVENESS OF AGREEMENT.....	12
9. NO STRIKE, NO LOCKOUT.....	12
10. DURATION .....	13

## 1. TERM

This Memorandum of Understanding (M.O.U.) between the Service Employees International Union Local 721 (SEIU 721) and The City of La Puente (City) shall be in effect from July 1, 2015 through midnight on June 30, 2017.

## 2. RECOGNITION

The City of La Puente ("City") recognizes the LOCAL 721, SERVICE EMPLOYEES INTERNATIONAL UNION, ("SEIU 721" or "Union") as the exclusive bargaining representative of the employees working in the classification listed in Appendix A. This M.O.U. only covers those City employees who are represented by the Union.

## 3. MANAGEMENT RIGHTS

A. Management Rights. In order to ensure that the City shall continue to carry out its functions, programs, and responsibilities and maintain efficient public services, the City continues to reserve and retain solely and exclusively all management rights which have not been expressly addressed by this M.O.U. or by law, regardless of the frequency of use, including those rights and responsibilities set forth by law and in the City's personnel policies and procedures, including, but not limited to, the following rights:

- 1) To manage City employees and determine the City's personnel policies and procedures;
- 2) To determine the existence or nonexistence of facts that are the basis of management decisions;
- 3) To determine the necessity, organization, implementation and termination of any service or activity by the City or other government jurisdictions and to expand or diminish public services;
- 4) In accordance with the City's Personnel Policies, to:
  - a. Direct, supervise, recruit, select, hire, evaluate, promote, transfer; and
  - b. Discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees for just cause.

- 5) To determine the nature, manner, means, extent, type, time, quantity, quality, technology, standard, and level of public services to be provided to the public;
- 6) To require the performance of public services not specifically stated herein in the event of an emergency or disaster, as deemed necessary by the City;
- 7) To lay-off employees of the City because of lack of work or funds or under conditions where continued work would be inefficient or non-productive or not cost effective, as determined by the City unless otherwise expressly addressed by this MOU;
- 8) To determine, relocate and/or change public facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which public services are to be conducted;
- 9) To determine methods of financing the City's services;
- 10) To plan, determine and manage the City's budget that includes, but is not limited to, changes in the number of locations, relocations, and types of operations, processes and materials to be used in carrying out all City functions and the right to contract or subcontract any work or operations of the City unless otherwise expressly addressed by this MOU ;
- 11) To determine the size and composition of the City's work force, assign work to City employees in accordance with requirements determined by the City, and establish and require compliance with work hours and changes to work hours, work schedules, including call back, standby, overtime, and other work assignments, except as otherwise limited by this M.O.U.;
- 12) To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to quality and quantity, and require compliance therewith;
- 13) To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, job specifications, and to reallocate and reclassify employees in accordance with Personnel Rules and Regulations, except as otherwise limited by this M.O.U.;
- 14) To determine the issues of public policy and the overall goals and objectives of the City and to take necessary actions to achieve the goals and objectives of the City;

- 15) To hire, transfer infra- or inter-department, promote, demote, reallocate, terminate and take other personnel actions for non-disciplinary reasons in accordance with City's rules and regulations, except as otherwise limited by this M.O.U.;
- 16) To determine policies, procedures, and standards for recruiting, selecting, training, and promoting employees;
- 17) To establish, implement and/or modify rules and regulations, policies and procedures related to productivity, performance, efficiency, personal appearance standards, codes of ethics and conduct, safety, health, and order, and to require compliance therewith;
- 18) To maintain order and efficiency in City facilities and operations;
- 19) To restrict the activities of employee organizations on City facilities except as otherwise expressly set forth in this M.O.U; and
- 20) To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other times deemed necessary by City.

B. Authority of Third Party Neutral on Management Rights. All management rights, powers, authority and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively in City. No third party shall have the authority to diminish any of the management rights included in this M.O.U.

C. Impact of Management Rights. The City agrees, prior to implementation, to meet and confer with the Union over the effect of the exercise of management rights upon wages, hours, and other terms and conditions of employment, as set forth in this M.O.U., of the Union's members.

#### **4. UNION RIGHTS**

A. The Union shall have the right to appoint/elect a reasonable number of representatives who are recognized by the City as officers or worksite leaders/stewards. A recognized officer or worksite leader/steward shall be permitted with the advance permission of the City to leave his/her workstation during his/her regular work hours to participate on City time in formal meetings under the City's disciplinary/grievance procedures. The representatives will not be entitled to compensatory time or Overtime for such meetings.

- B. The City will inform a designated employee representative of the names and classifications of new hires.
- C. In the event that the Union is formally meeting and conferring with representatives of the City on matters within the scope of representation on City time, no more than two representatives of the Union shall be allowed reasonable time off without loss of compensation or other benefits.
- D. The Union shall have use of the City facilities for membership meetings and conferences upon reasonable advance notice to and approval by the appropriate City employee, subject to applicable City regulations and availability.
- E. The City shall make at least one square foot of space available to the Union on the City's existing employee bulletin boards for the purpose of posting notices pertaining to Union business only. Notwithstanding the above, the bulletin boards shall not be used to endorse political candidates.
- F. Steward Training release time

The Steward designated by SEIU 721 will be allowed three (3) days time-off without loss of pay and benefits to attend Union trainings. Management is responsible for staffing to accommodate release time upon two (2) weeks' notice for release time.

## **5. COMPENSATION AND BENEFITS**

### **A. SALARY RATES**

Effective on the first day of the pay period following the date of adoption by Council of this MOU, but not earlier than July 1, 2015, bargaining unit employees will receive a three and three quarter percent (3.75%) across the board salary increase.

Effective July 1, 2016, bargaining unit employees will be eligible for three and three quarter percent (3.75%) across the board salary increase.

Effective January 1, 2015, bargaining unit employees will be eligible for merit-based step increases on a continuous basis.

See Appendix B.

### **B. DENTAL/OPTICAL (D.O.C.) PLAN**

The City's combined contribution to the dental, orthodontic, audio and optical plan (D.O.C. plan) shall be \$2,000 annually per employee for the term of this M.O.U. The City shall have the right to reopen this provision of the M.O.U. to meet and confer with the Union about dental and optical insurance cost saving measures.

C. EDUCATION REIMBURSEMENT

- 1) Education reimbursement is defined as an off-duty instruction that will be mutually and immediately beneficial to the employee and the City. Prior to enrolling in a class for training, an employee wishing reimbursement for his or her expenses shall obtain the approval of the City Manager as to course content and its relationship to the employee's employment with the City as well as the recommendation of the Department Head. This approval is at the sole discretion of the City Manager. In the event the City Manager approves such request and the employee has received a grade of "C" or better or its equivalent grade point upon completion of the course, the employee shall submit a copy of the official transcript and a receipt for the tuition fee to the Personnel Office. Upon approval by the City Manager, the employee shall then be reimbursed for the cost of tuition, fees and books. Employee shall not be entitled to either compensated overtime or compensatory time off for participating in training or off-duty instruction.
- 2) Education reimbursement shall be repaid to City should employee separate from City service within one (1) year.
- 3) Employees attending accredited community colleges, universities, and trade schools for the purpose of obtaining a higher education degree may apply for reimbursement of tuition, books, student fees and parking. Reimbursement is capped each calendar year at the tuition rate of the Cal State University system for up to four (4) terms of enrollment each calendar year.
- 4) Reimbursement is contingent upon the successful completion of the course. Successful completion means a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses. All claims for tuition reimbursement require prior approval and are subject to verification and approval by the City Manager.

Example: Employee A attends California State University, Los Angeles for the winter 2014 term and completes 2 (3-unit) undergraduate courses with a grade of "C" or better. The tuition reimbursement would be calculated as follows:

<b>Estimated Tuition Reimbursement</b>	
2014/2015 State University Tuition	\$ 3,174.00 (0-6 units)
Required University Fees	\$ 171.00 (approx.)
Parking	\$ 90.00
Books	\$ 600.00 (approx.)
<b>Total:</b>	<b>\$ 4,035.00</b>

D. LONG TERM DISABILITY

The City will continue to provide a long-term disability plan with the following benefits:

- 1) Benefits shall be payable to eligible employees after a thirty (30) day calendar year waiting period;
- 2) Benefits shall be sixty-six and two-thirds (66 $\frac{2}{3}$ %) of the employee's base monthly salary but no more than \$6,000 per month; and
- 3) Benefits shall continue until age 65.

The City shall pay the premium for the long-term disability plan. Long-term disability benefits shall be governed by the terms of the long-term disability insurance policy between the City and the insurance company providing the long-term disability insurance to the City.

#### E. HEALTH INSURANCE

For the term of this agreement, the City will provide medical group coverage through the CalPERS Health Plan. Bargaining Unit employees can choose from any of the City-offered CalPERS Health plans.

The City shall pay one hundred percent (100%) of the premiums not to exceed the highest Blue Shield - Other Southern California premium at each applicable level of coverage (employee only, employee plus one, or employee plus two or more). Should an employee choose a plan with a higher premium than the Blue Shield - Other Southern California premium, the difference between the two premiums shall be deducted from the employee's wages on a monthly basis. The City shall not pay for any increases in deductibles, co-payments, increases in maximum out of pocket expenses, increases in costs of prescriptions, etc., that are the result of changes in the individual plans.

#### F. HOLIDAYS

The following holidays are to be observed:

- 1) January 1 — New Year's Day
- 2) President's Day — Third Monday in February
- 3) Memorial Day — Last Monday in May
- 4) Independence Day — July 4th
- 5) Labor Day — First Monday in September
- 6) Veterans' Day — November 11
- 7) Thanksgiving Day and the Friday following Thanksgiving Day
- 8) December 24 — Christmas Eve (one-half day)
- 9) December 25 — Christmas Day



10) December 31 — New Year’s Eve (one half day)

11) Twenty-four hours per calendar year — Floating holidays

All holidays falling on a Saturday will be observed on the Friday immediately prior to the holiday and all holidays falling on a Sunday will be observed on the Monday immediately following the holiday.

At the sole discretion of the City Manager, City offices and facilities including City Hall, City Yard, Community Center and Senior Center may be closed between the Christmas and New Year’s holiday. All staff must utilize vacation, administrative, compensatory, or floating leave balances.

#### G. BEREAVEMENT LEAVE

The City agrees to provide four days bereavement leave with pay for death in the immediate family. The bereavement leave shall not be chargeable to or accumulated as sick time. “Immediate family” is defined as, spouse, registered domestic partner, father, mother, children, brother, sister, grandparents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepmother, step-father, registered domestic partner-in-law, or dependent relative living with the employee and other individuals deemed appropriate by the City Manager. Upon request, employees may be provided additional days of paid bereavement leave at the sole discretion of the City Manager or his/ her designee.

#### H. JURY DUTY

Permanent fulltime employees shall be entitled to a maximum of fifteen (15) days of paid jury duty leave per year.

#### I. RETIREMENT — CALPERS

The City offers a defined retirement benefit plan through the California Public Employees’ Retirement System (CalPERS) and there are three (3) tiers, depending on date of hire and/or status as a “new member”, which define the retirement formula, final compensation calculation and employee contribution/cost sharing as follows:

##### **Tier 1: Employees hired prior to January 1, 2013, or who are not “new members” under the Public Employees’ Pension Reform Act (PEPRA)**

The retirement formula is 2.5% at 55 years of age. Final compensation is calculated as the highest annual pensionable compensation earned during a period of twelve (12) consecutive months.

Effective as soon as practicable after adoption of this MOU by City Council, but not earlier than July 1, 2015, bargaining unit members in Retirement Tier 1 shall begin contributing five and one half percent (5.5%) of compensation towards the cost of their PERS retirement plan. The City shall pay the remaining two and one half percent (2.5%) of Employer Paid Member Contribution (EPMC).

Effective July 1, 2016, bargaining unit members in Retirement Tier 1 shall begin contributing seven percent (7%) of compensation towards the cost of their PERS retirement plan. The City shall pay the remaining one percent (1%) of Employer Paid Member Contributions (EPMC) for the term of this contract.

**Tier 2: Employees Hired on or after January 1, 2013, and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members"**

The retirement formula is 2% at 62 years of age. Final compensation is calculated as the highest average annual pensionable compensation earned during a period of at least thirty six (36) consecutive months.

Employees in Tier 2 shall pay fifty percent (50%) of the normal cost of the CalPERS retirement plan. The cost is currently 7% of compensation, but is subject to change by CalPERS.

**J. VESTED REQUIREMENT FOR RETIREE HEALTH**

**Tier 1: Employees Hired Prior to August 1, 2008**

Employees hired prior to August 1, 2008 and retire from City service will be eligible for continued health care benefits upon retirement. The City will continue to pay the health insurance premiums for employees and their dependents for the term of this Agreement.

**Tier 2: Employees Hired Prior to January 1, 2015**

Employees hired prior to January 1, 2015 who retire from the City after 5 consecutive years or more of service will be eligible for continued health care benefits upon retirement. The City will continue to pay the health insurance premiums for employees and their dependents based on the following vesting formula adopted by Resolution Number 08-4723 for the term of this Agreement.

Credited Years of PERS Service	Percentage of Employer Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

### **Tier 3: Employees Hired on or after January 1, 2015**

Employees hired on or after January 1, 2015 who retire from the City after 5 consecutive years or more of service will be eligible to purchase continued health care benefits upon retirement, at their own expense. The City shall pay the Public Employees' Medical and Hospital Care Act (PEMHCA) minimum.

The City shall have the right to reopen this provision of the M.O.U. to meet and confer with the Union regarding benefit cost saving measures of retired employees.

### **K. UNIFORMS**

Each October, the City will provide an inclement weather uniform jacket for use by the Maintenance Division and Recreation Department personnel only upon completion of probationary period. The City Manager and the Union Steward shall approve the design of the inclement weather uniform jacket. The City Manager shall have final approval of the inclement weather uniform jacket.

Upon proof of purchase, Maintenance Division personnel only, will be reimbursed up to \$200.00 per fiscal year for the cost of steel toed, steel shank work boots. The Union acknowledges that the use of steel toed, steel shank work boots by Maintenance Division personnel is mandatory.

### **L. LIFE INSURANCE**

Employees shall be provided \$75,000 of term life insurance. The City shall pay the premium for the life insurance.

### **M. BILINGUAL PAY**

Bargaining Unit members recognized as proficient in the Spanish or Chinese language by the City Manager shall receive \$50.00 per month during the term of this M.O.U. for providing bilingual translation services for the City.

### **N. ACTING PAY**

In the event a bargaining unit member is assigned by the City Manager or his or her designee to perform "acting duties" of a higher level, defined as responsibilities beyond those of the employee's class, the bargaining unit member shall receive an additional ten percent (10%) during the acting service period, beginning on the first day the additional responsibilities are performed. Upon conclusion of the acting service period, the bargaining unit member shall return to his/her previous pay scale.

O. ALTERNATIVE WORK WEEK

City Hall and other operations will be open for business every day of the week. The City and Union agree that employees shall be assigned a 5/40, 9/80 or 4/10 schedule, the determination of which shall be at the sole discretion of the City.

P. SEVERABILITY

If any provisions of this M.O.U. are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue to be in full force and effect. In the event a provision is deemed invalid, the City will meet upon request with the Union to discuss a replacement provision.

**6. AMENDMENT OR REVISIONS TO CITY PERSONNEL RULES AND REGULATIONS**

During the term of this M.O.U., the City and the Union agree to meet and confer to discuss any proposed revisions to the City's Personnel Rules.

**7. PAYROLL DEDUCTIONS AND MAINTENANCE OF MEMBERSHIP**

A. UNION DUES

It is agreed that the Union shall be provided with the exclusive deduction of Union dues from employee wages. All employee payroll deductions must be authorized by employees in writing on forms provided by the City.

The City agrees that the Union may institute a Maintenance of Membership Agreement with employees in represented classifications. Said agreement shall give notice and set forth in writing that there shall be one period of 30 days prior to the end of the contract when an employee may withdraw his/her membership from the Union. However, any employee in a classification that wishes to may join the union at any time during the year.

Employees must be notified in writing that enrolling in the Union commits them to membership and payment of dues until the end of the contract in effect at the time they enrolled.

The Union agrees to indemnify and hold harmless the City from any and all liability that may arise, including litigation costs, arising from the City's compliance with this article.

B. VOLUNTARY POLITICAL CONTRIBUTIONS

The City agrees to allow employees to make voluntary political contributions to the Union's Political Action Committee through payroll deduction. Any employee interested in making such contributions shall authorize the City in writing on a form, which clearly indicates that the funds will be used for political purposes and that the contribution is voluntary in nature. The Union will abide by all federal and state laws regulating such contributions and shall indemnify the City in the event of litigation arising from this provision.

## C. AGENCY SHOP

The following agency shop provisions shall apply to employees in the bargaining unit.

### 1. DUES/FEES

- a. Each employee in this unit who has completed six continuous months of City service and who is not on unpaid leave of absence, shall, as a condition of continued employment, become a member of SEIU, Local 721, or pay said Union a service fee in an amount not to exceed periodic dues and general assessments of the Union for the term of this MOU.
  - b. During the term of this MOU, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than Local 721, will not be accepted.
2. The City shall notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained. The cost of this communication and the responsibility for its distribution shall be borne by the City.

### 3. EXCEPTIONS

#### Religious Objections

Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to Union and as a condition of continued employment.

### 4. MANAGEMENT RESPONSIBILITIES

- a. The City shall cause the amount of the dues or service fee to be deducted from payroll checks of each employee in this unit as specified by Union under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
- b. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to Union by the City within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.

- c. Management will provide Union with the name, home address, and employee number of each permanent employee.
- d. The City shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

## 5. UNION RESPONSIBILITIES

- a. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City Clerk, and to all unit employees, within sixty (60) calendar 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 the treasurer or corresponding principal officer, or by a certified public accountant.
- b. The Union certifies to the City that it has adopted, implemented and will maintain constitutionally acceptable procedures to enable nonmember agency shop service fee payers to meaningfully challenge the propriety of the uses to which service funds are put. Those procedures shall be in accordance with the decision of the *United States Supreme Court in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson*, 106 S. Ct. 1066 (1986).
- c. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

## 8. CONCLUSIVENESS OF AGREEMENT

This M.O.U. contains all of the covenants, stipulations, and provisions agreed upon by the parties. Therefore, for the life of this M.O.U., neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues, whether specifically bargained about prior to the execution of this M.O.U., except by mutual agreement of the parties.

## 9. NO STRIKE, NO LOCKOUT

- A. During the life of this M.O.U., the City will not lock out any employees, nor will the Union cause, authorize, advise or encourage any interruption of work or any other concerted action. The term "interruption of work" shall mean any work stoppage or strike (including economic and unfair labor practice strikes) or any intentional slowdown of work. The term "other concerted action" shall mean picketing or boycott activities by the Union. This provision is not intended to limit the rights of the Union or bargaining unit members as otherwise permissible under the law.
- B. There shall be no refusal to work on, handle, or produce any materials or equipment because of a labor dispute.

- C. Any employee engaging in any action prohibited by this article shall be subject to immediate discharge or such other discipline, which shall not be reviewable through any grievance procedure.
- D. The City and the Union agree that the City may withdraw any rights or privileges provided by the City to the Union in the event this provision is violated.

#### 10. DURATION

This M.O.U. shall continue in full force and effect until June 30, 2017.

**LOCAL 721, SERVICE EMPLOYEES  
INTERNATIONAL UNION,**

**CITY OF LA PUENTE**

By: Norma Ramirez  
Norma Ramirez, Bargaining  
Team Member

By: David Carmahy  
David Carmahy, City Manager

By: Cynthia Saucedo  
Cynthia Saucedo, Bargaining  
Team Member

By: Matissa Carrillo  
Matissa Carrillo, Bargaining  
Team Member

By: Art Montoya  
Art Montoya, Bargaining  
Team Member

By: Javad Sabokpey  
Javad Sabokpey, SEIU Negotiator

**APPROVED AS TO FORM**

By: James M. Casso  
James M. Casso, City Attorney

**ATTEST**

By: Sheryl Garcia  
Sheryl Garcia, Chief Deputy City  
Clerk



## APPENDIX A — REPRESENTED JOB CLASSES

### Classified Non-Exempt Positions

Accounting Assistant

Administrative Secretary

Maintenance Worker

Recreation Coordinator

Recreation Specialist

Senior Center Specialist

**APPENDIX B  
SALARY SCHEDULE - 2015-16**

<b>Classified Non-Exempt Positions</b>	<b>Range</b>	<b>Monthly Salary Steps A-E</b>
Administrative Secretary	44	3813-4636
Recreation Coordinator	42	3629-4411
Maintenance Worker	39	3370-4097
Accounting Assistant	38	3288-3997
Senior Center Specialist	32	2834-3445
Recreation Specialist	31	2767-3364

**SALARY SCHEDULE - 2016-17**

<b>Classified Non-Exempt Positions</b>	<b>Range</b>	<b>Monthly Salary Steps A-E</b>
Administrative Secretary	44	3956-4810
Recreation Coordinator	42	3765-4576
Maintenance Worker	39	3496-4250
Accounting Assistant	38	3411-4146
Senior Center Specialist	32	2940-3574
Recreation Specialist	31	2871-3491

**SIDE LETTER**

**To the October 28, 2014 Memorandum of Understanding  
Between the City of La Puente and  
Local 721, Service Employees International Union**

The following is a side letter to the Memorandum of Understanding (MOU) for the period of October 28, 2014 through June 30, 2018 between the Service Employees International Union Local 721 ("SEIU") and the City of La Puente ("City"). Throughout this side letter, the SEIU and City may be referred to as "parties."

During the MOU negotiations between the parties, the City wanted Section 8: Lay-Off and Section 10: Contracting Out of Unit Work removed from the collective bargaining agreement.

The parties met and conferred in good faith and agreed to remove Sections 8 and 10 from the MOU and include them in this side letter. These sections will now be labeled Section 1 and 2 of this side letter and will remain in full force and effect through June 30, 2018.

**Section 1. LAY-OFFS**

During the term of this side letter, the City agrees that no represented bargaining unit member shall be laid off.

**Section 2. CONTRACTING OUT OF UNIT WORK**

During the term of this side letter, the City agrees that no represented employee shall be laid off, demoted, or suffer loss of pay or benefits in order to contract out for the work being performed by the represented employee unless the action results in an ongoing annual cost savings of twenty-five thousand dollars (\$25,000) or greater to the City. In the event a represented position becomes vacant, the City may contract for the service previously provided by the represented employee(s). Prior to contracting for any service previously performed by a represented employee, the City and the Union agree to enter into a meet and confer process. Nothing herein will prohibit the City from contracting for the service, upon the exhaustion of the meet and confer process.

Unless otherwise amended by the parties, this side letter shall expire on June 30, 2018 and, thereafter, shall have no further force and effect.

**SIGNATURES ON NEXT PAGE**

**LOCAL 721, SERVICE EMPLOYEES  
INTERNATIONAL UNION,**

**CITY OF LA PUENTE**

By: \_\_\_\_\_  
Norma Ramirez, Bargaining  
Team Member

By: \_\_\_\_\_  
David Carmany, City Manager

By: \_\_\_\_\_  
Adriana Dominguez, Bargaining  
Team Member

By: \_\_\_\_\_  
Elizabeth Herrera, Bargaining  
Team Member

By: \_\_\_\_\_  
Art Montoya, Bargaining  
Team Member

By: \_\_\_\_\_  
Javad Sabokpey, SEIU Negotiator

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
James M. Casso, City Attorney

**ATTEST**

By: \_\_\_\_\_  
Sheryl Garcia, Chief Deputy City  
Clerk

# City of La Puente

July 1, 2015, through June 30, 201\_





**SEIU Local 721**

**1545 Wilshire Blvd Ste 100**

**Los Angeles CA 90017-4510**

**Questions? Call the Member Connection (877) 721-4YOU**

**[www.seiu721.org](http://www.seiu721.org)**

** [facebook.com/seiu721](https://facebook.com/seiu721)  [twitter.com/seiu721](https://twitter.com/seiu721)**

## SIDE LETTER

To the October 28, 2014 Memorandum of Understanding

Between the City of La Puente and

Local 721, Service Employees International Union

The following is a side letter to the Memorandum of Understanding (MOU) for the period of October 28, 2014 through June 30, 2018 between the Service Employees International Union Local 721 ("SEIU") and the City of La Puente ("City"). Throughout this side letter, the SEIU and City may be referred to as "parties."

During the MOU negotiations between the parties, the City wanted Section 8: Lay-Off and Section 10: Contracting Out of Unit Work removed from the collective bargaining agreement.

The parties met and conferred in good faith and agreed to remove Sections 8 and 10 from the MOU and include them in this side letter. These sections will now be labeled Section 1 and 2 of this side letter and will remain in full force and effect through June 30, 2018.

### **Section 1. LAY-OFFS**

During the term of this side letter, the City agrees that no represented bargaining unit member shall be laid off.

### **Section 2. CONTRACTING OUT OF UNIT WORK**

During the term of this side letter, the City agrees that no represented employee shall be laid off, demoted, or suffer loss of pay or benefits in order to contract out for the work being performed by the represented employee unless the action results in an ongoing annual cost savings of twenty-five thousand dollars (\$25,000) or greater to the City. In the event a represented position becomes vacant, the City may contract for the service previously provided by the represented employee(s). Prior to contracting for any service previously performed by a represented employee, the City and the Union agree to enter into a meet and confer process. Nothing herein will prohibit the City from contracting for the service, upon the exhaustion of the meet and confer process.

Unless otherwise amended by the parties, this side letter shall expire on June 30, 2018 and, thereafter, shall have no further force and effect.

SIGNATURES ON NEXT PAGE

LOCAL 721, SERVICE EMPLOYEES  
INTERNATIONAL UNION,

By: Norma Ramirez  
Norma Ramirez, Bargaining  
Team Member

By: [Signature]  
Adriana Dominguez, Bargaining  
Team Member

By: Elizabeth Herrera  
Elizabeth Herrera, Bargaining  
Team Member

By: Art Montoya  
Art Montoya, Bargaining  
Team Member

By: [Signature]  
Javad Sabokpey, SEIU Negotiator

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CITY OF LA PUENTE

By: [Signature]  
David Carmany, City Manager

APPROVED AS TO FORM

By: James M. Casso  
James M. Casso, City Attorney

ATTEST

[Signature]  
Sheryl Garcia, Chief Deputy City  
Clerk