



# **Memorandum of Understanding**

between

**The City of La Puente**

and

**Service Employees International Union  
Local 721**

July 1, 2025, to June 30, 2028

---

# Table of Contents

<b>Article 1 – Term</b> .....	<b>4</b>
<b>Article 2 – Recognition</b> .....	<b>4</b>
<b>Article 3 – Management Rights</b> .....	<b>5</b>
Section 3.1 Management Rights .....	5
Section 3.2 Authority of Third Party Neutral on Management Rights .....	7
Section 3.3 Impact of Management Rights.....	7
<b>Article 4 – Union Rights</b> .....	<b>7</b>
Section 4.1 Union Representatives.....	7
Section 4.2 Meet and Confer .....	7
Section 4.3 Use of City Facilities.....	7
Section 4.4 Bulletin Boards.....	8
Section 4.5 Union Training.....	8
Section 4.6 Union Meetings.....	8
Section 4.7 Reporting Requirements.....	8
Section 4.8 New Employee Orientation .....	9
<b>Article 5 – General Personnel Provisions</b> .....	<b>10</b>
Section 5.1 Alternate Work Week.....	10
Section 5.2 Probation.....	10
Section 5.3 Contracting Out .....	11
Section 5.4 Use of Part-Time Employees.....	11
Section 5.5 Promotional Opportunities .....	11
Section 5.6 Joint Labor Management Committee.....	11
<b>Article 6 – Compensation</b> .....	<b>11</b>
Section 6.1 Salary Increases.....	11
Section 6.2 One-Time Lump Sum Payment.....	12
Section 6.3 Merit Increases .....	12
Section 6.4 Bilingual Pay.....	13
Section 6.5 Acting Pay.....	13
Section 6.6 Overtime .....	13
Section 6.7 Compensatory Time .....	14
Section 6.8 Longevity Pay .....	14
Section 6.9 Standby Pay .....	14
Section 6.10 Callback Pay .....	15
<b>Article 7 – Health Benefits and Insurance</b> .....	<b>16</b>

Section 7.1	Dental/Optical Care (DOC) Plan .....	16
Section 7.2	Medical Insurance.....	16
Section 7.3	Short Term/Long Term Disability .....	17
Section 7.4	Life Insurance.....	17
<b>Article 8 – Holidays.....</b>		<b>17</b>
Section 8.1	Paid Holidays.....	17
Section 8.2	Holidays Falling on Weekends.....	18
Section 8.3	Floating Holidays .....	18
Section 8.4	Extended Closure for Holidays .....	19
Section 8.5	Working on a Holiday .....	19
<b>Article 9 – Vacation.....</b>		<b>19</b>
Section 9.1	Accrual.....	19
Section 9.2	Maximum Accumulation.....	20
Section 9.3	Use of Vacation .....	20
Section 9.4	Payment of Accumulated Vacation.....	20
<b>Article 10 – Sick Leave.....</b>		<b>20</b>
Section 10.1	Accrual.....	20
Section 10.2	Maximum Accumulation .....	20
Section 10.3	Use of Sick Leave.....	21
Section 10.4	Payment of Accumulated Sick Leave.....	21
Section 10.5	Conversion of Sick Leave to Retirement Service Credit.....	21
<b>Article 11 – Other Leave.....</b>		<b>22</b>
Section 11.1	Bereavement Leave .....	22
Section 11.2	Jury Duty .....	22
Section 11.3	Regulatory Leave.....	22
Section 11.4	Leave for Child-Related Activities.....	22
<b>Article 12 – Retirement.....</b>		<b>23</b>
Section 12.1	Retirement Plan Benefits .....	23
Section 12.2	Deferred Compensation Plan .....	25
Section 12.3	Retiree Health Benefits .....	25
<b>Article 13 – Uniforms and Equipment .....</b>		<b>26</b>
Section 13.1	Inclement Weather Gear.....	26
Section 13.2	Safety Boots.....	26
Section 13.3	Uniform Work Group.....	27
<b>Article 14 – Education Reimbursement.....</b>		<b>27</b>
Section 14.1	Education Reimbursement.....	27

Section 14.2	Required Approval .....	27
Section 14.3	Repayment .....	27
Section 14.4	Eligible Expenses.....	27
Section 14.5	Maximum Reimbursement .....	27
Section 14.6	Eligibility for Reimbursement .....	28
<b>Article 15 – Personnel Rules and Regulations.....</b>		<b>28</b>
<b>Article 16 – Grievance Procedures .....</b>		<b>28</b>
Section 16.1	Statement of Intent.....	28
Section 16.2	Definitions .....	29
Section 16.3	Grievance Process Rights .....	29
Section 16.4	Informal Discussion with Supervisor.....	29
Section 16.5	Step One – Formal Grievance .....	30
Section 16.6	Step Two – Appeal to Personnel Officer.....	30
<b>Article 17 – Disciplinary Procedures .....</b>		<b>30</b>
Section 17.1	Just Cause .....	30
Section 17.2	Use of Progressive Discipline .....	30
Section 17.3	Appeal Rights .....	31
<b>Article 18 – Severability.....</b>		<b>31</b>
<b>Article 19 – Waiver of Bargaining .....</b>		<b>31</b>
<b>Article 20 – Anti-Strike Clause .....</b>		<b>31</b>
<b>Article 21 – Dues Deduction, COPE, &amp; Indemnification .....</b>		<b>32</b>
Section 21.1	Dues Deduction .....	32
Section 21.2	Committee on Political Education (COPE).....	32
Section 21.3	Indemnification .....	33
<b>APPENDIX A – SALARY SCHEDULES.....</b>		<b>34</b>
<b>EXECUTION OF THE NEW MOU .....</b>		<b>36</b>

## **ARTICLE 1 – TERM**

This Memorandum of Understanding (“MOU”) between the Service Employees International Union Local 721 (“SEIU” or “Union”) and the City of La Puente (“City”) shall be in full force and effect from July 1, 2025, through midnight on June 30, 2028. Thereafter this MOU shall continue in full force and effect from year-to-year, unless either party (the Union or the City) notifies the other party in writing, by no later than April 1, 2028 (or succeeding year), of the request to modify or amend the MOU.

Approval of this MOU by the City Council shall constitute a temporary contract bar to implementation of the decertification process in January of any year, as outlined in §7 of the Employer-Employee Organization Relations Resolution No. 2174. This contract bar shall not infringe on an employee’s right to the decertification process during the thirty (30) day period commencing one hundred and eighty (180) days prior to the expiration of this MOU.

## **ARTICLE 2 – RECOGNITION**

The City recognizes SEIU as the exclusive bargaining representative of the employees in the following classifications:

Administrative Assistant  
Accounting Assistant  
Accounting Technician  
Accounting Technician II  
Community Outreach Program Coordinator  
Code Enforcement Officer  
Office Specialist  
Community Service Specialist  
Community Service Supervisor  
Community Service Coordinator  
Information Technology Technician  
Maintenance Worker  
Maintenance Lead  
Park Maintenance Worker

This MOU only covers city employees in full-time classified positions who are represented by the Union.

## ARTICLE 3 – MANAGEMENT RIGHTS

### Section 3.1            Management Rights

In order to ensure 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 MOU 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:

- a) To manage City employees and determine the City's personnel policies and procedures;
- b) To determine the existence or nonexistence of facts that are the basis of management decisions;
- c) 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;
- d) In accordance with the City's Personnel Policies, to:
  - 1. Direct, supervise, recruit, select, hire, evaluate, promote, transfer employees; and
  - 2. Discipline, discharge, terminate, demote, reduce, suspend, reprimand, or otherwise discipline employees for just cause.
- e) To determine the nature, manner, means, extent, type, time, quantity, quality, technology, standard, and level of public services to be provided to the public;
- f) 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;
- g) To lay-off employees due to 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;
- h) 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;

- i) To determine methods of financing the City's services;
- j) 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;
- k) To determine the size and composition of the City's work force and assign work to employees in accordance with requirements determined by the City, and establish and require compliance with work hours and changes to work hours, and work schedules, including call back, standby, overtime, and other work assignments, except as otherwise limited by this MOU;
- l) 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;
- m) To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and job specifications, except as otherwise limited by this MOU;
- n) To determine 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;
- o) To hire, transfer, 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 MOU;
- p) To determine policies, procedures, and standards for recruiting, selecting, training, and promoting employees;
- q) 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;
- r) To maintain order and efficiency in City facilities and operations; and
- s) 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.

Section 3.2                    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 MOU.

Section 3.3                    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 any other term and condition of employment.

**ARTICLE 4 – UNION RIGHTS**

Section 4.1                    Union Representatives

The Union shall have the right to appoint/elect a reasonable number of employees from the bargaining unit as 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 their workstation during their regular work hours to participate in paid release time, without loss of compensation or any other benefits, in formal meetings under the City’s disciplinary/grievance procedures. Such paid release time shall include a reasonable amount of time to investigate and/or prepare for such meetings. The representatives will not be entitled to compensatory time or overtime for such meetings.

Section 4.2                    Meet and Confer

In the event the Union is formally meeting and conferring with representatives of the City on matters within the scope of representation during regular working hours, up to four (4) employees from the bargaining unit, but no more than one (1) representative from each department, shall be allowed paid release time, without loss of compensation or any other benefits. Such paid release time shall include a reasonable amount of time to caucus and/or prepare for such meetings.

Section 4.3                    Use of City Facilities

The Union shall have use of City facilities for membership meetings and conferences, upon reasonable advance notice to and approval by the appropriate City employee. Such use is subject to applicable City regulations and availability.

#### Section 4.4            Bulletin Boards

The City shall make at least one (1) 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.

#### Section 4.5            Union Training

Each union representative shall be allowed up to three (3) days or twenty-seven (27) hours of paid release time each calendar year, without loss of pay and benefits, to attend union training. This paid release time is for regular work hours only and union representatives will not be entitled to compensatory time or overtime for any such training.

Additional paid release time, not to exceed an additional two (2) days or eighteen (18) hours per calendar year for each union representative, may be authorized to attend extended special training events or conferences. Approval for such additional paid release time shall be at the sole discretion of the City Manager.

Management is responsible for staffing to accommodate paid release time upon two (2) weeks' advance notice by the Union. No more than two (2) employees at a time may be on paid release time for union training.

#### Section 4.6            Union Meetings

The City shall provide each employee up to two (2) hours of paid release time each month to attend union meetings. Such meetings shall not be held during regular working hours more often than six (6) times per calendar year. In order to accommodate the staffing needs of the City, the Union agrees to provide no less than two (2) weeks' advance notice of such meetings.

The sole exception to this annual limit and required advance notice is during collective bargaining for a successor MOU, wherein the Union shall be allowed to hold union meetings as often as needed, for the purpose of keeping employees informed on the bargaining process, but not to exceed a total of two (2) hours of paid release time each month. In this event, the Union shall make every reasonable effort to provide the City with as much advance notice of the meetings as possible.

#### Section 4.7            Reporting Requirements

The Union shall send a list of employees, authorized to act as union representatives on behalf of SEIU (i.e. employees designated as Stewards and Board members), to the City

in January of each year. In addition, the Union shall provide the City with the name and contact information of the authorized union staff representatives for the unit. The Union shall notify the City within thirty (30) calendar days of any change in such authorized status.

#### Section 4.8                    New Employee Orientation

The City shall notify the Union of all new employees entering the bargaining unit. The City shall provide the Union with no less than ten (10) days advance written notice to the worksite organizer and [membership@seiu721.org](mailto:membership@seiu721.org) of the new employee's date of orientation. Attendance at an orientation shall be mandatory for each new employee. For the purpose of this section, new employees shall be defined to include any employee new to SEIU Local 721, including but not limited to employees entering the unit through new hire, accretion, promotion or demotion.

The City agrees to provide each new employee with up to one (1) hour of paid release time to meet in person with their Union representative, within 10 days of the employee's start date. During the meeting the employee shall receive a copy of the most current MOU and be provided with an orientation on the benefits of Union membership. If the City has made the effort to facilitate the meeting and the meeting has not taken place, the City will not be held accountable. The Union's presentation may include written, audio, and/or visual materials. No management representative shall be present during the Union's presentation.

In the event the union representative providing the orientation is a City employee, they shall also be provided with up to one (1) hour of paid release time in which to conduct each orientation. If more than one (1) new employee is hired within the same pay period, reasonable effort shall be made to schedule and conduct the orientations during the same time frame.

The Union shall provide the following for the City to include in their orientation packet to be distributed at the orientation:

- Applications for union membership and COPE
- Copy of the current MOU
- Contact information of the designated union representative(s)

Violation of this section are subject to the grievance procedure outlined in Article 16.

## ARTICLE 5 – GENERAL PERSONNEL PROVISIONS

### Section 5.1            Alternate Work 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.

### Section 5.2            Probation

#### A. Initial Probation

To ensure a new employee is able to satisfy the requirements of the position for which they are hired, the first six (6) months of employment shall be considered the minimum initial probationary period. The initial probationary period is required as part of the testing process and shall be utilized for closely observing the employee's work. The City shall provide the probationary employee with at least one (1) performance evaluation during their initial probationary period.

If an employee's performance during the initial probationary period is marginal and the City needs more time to adequately assess the employee's suitability for the job, the City Manager may extend the initial probationary period for a maximum of six (6) additional months.

During the initial probationary period, an employee may be rejected at any time without cause, without advance notice, and without recourse to appeal rights.

#### B. Probation Following Promotion

To ensure a promoted employee is able to satisfy the requirements of the new position for which they were promoted, the first six (6) months in the new position shall be considered the minimum probationary period. This probationary period is required as part of the testing process and shall be utilized for closely observing the employee's work. The City shall provide the employee with at least one (1) performance evaluation during their probationary period.

If an employee's performance during the probationary period is marginal and the City needs more time to adequately assess the employee's suitability for the job, the City Manager may extend the probationary period for a maximum of six (6) additional months.

An employee rejected during or at conclusion of this probationary period shall be reinstated to their former classification and position.

Section 5.3                    Contracting Out

In the event all represented positions in a classification become 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.

Section 5.4                    Use of Part-Time Employees

In the event a represented position becomes vacant, the City agrees to fill the vacancies with another full-time employee.

Section 5.5                    Promotional Opportunities

City employees shall be provided with an exclusive ten (10) day period to apply and be considered for open positions with the City before such positions are posted to the public.

Section 5.6                    Joint Labor Management Committee

The parties agree to establish a Local 721 City-wide Joint Labor Management Committee to consult on productivity enhancement, training, staffing, classification structure, and other issues of mutual concern. The meetings shall be held quarterly and last for no less than two (2) hours.

The Committee shall be limited to a maximum of 10 members Citywide, unless the parties mutually agree otherwise. No more than five (5) participants shall be appointed by the City and no more than five (5) participants representing the bargaining unit shall be appointed by the Executive Director of SEIU Local 721.

The Committee shall have the authority to develop its own internal procedures, including the scheduling of meetings. The City shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

**ARTICLE 6 – COMPENSATION**

Section 6.1                    Salary Increases

- A. Effective January 1, 2026, a four percent (4%) base salary increase shall take effect for all bargaining unit members.
- B. Effective July 1, 2026, a four percent (4%) base salary increase shall take effect for all bargaining unit members.

- C. Effective July 1, 2027, employees shall receive a cost-of-living-adjustment (COLA) increase in base salary based on the percentage change in the Consumer Price Index for Urban Consumers for Los Angeles-Long Beach-Anaheim, CA, CPI-U as reported by the Bureau of Labor Statistics.

The July 1, 2027, COLA increase shall be based upon the CPI-U as reported by the Bureau of Labor Statistics for the period of April 2026 to April 2027 (usually published in May 2027). Regardless of the CPI-U, the base salary increase shall not be less than 2.5% or greater than 4%.

- D. The salary schedules listed in Appendix A shall reflect the monthly/hourly rates of all salary steps for each classification and the salary increases provided above.

### Section 6.2                      One-Time Lump Sum Payment

Effective the first full pay period following approval and adoption of this Agreement, employees shall receive a one-time, non-PERSable, lump-sum payment in the amount of \$1,500. Employees must be employed by the City at the time of the first full pay period following approval and adoption of this Agreement in order to be eligible for the one-time, lump sum payment; i.e., if an employee is no longer employed by the City as of the first full pay period following approval and adoption of this Agreement, they will not be eligible for the one-time, lump sum payment, and if an employee is hired after the first full pay period following approval and adoption of this Agreement, they will not be eligible for the one-time, lump sum payment.

### Section 6.3                      Merit Increases

Each employee shall be eligible for consideration of a merit-based salary-step increase, of no less than five percent (5%), on a continuous basis until reaching the top of the salary range for their position. Merit increases shall be awarded if the employee has an overall performance rating of “meets standards” or above.

For employees hired before July 1, 2017, merit increases shall be effective on January 1<sup>st</sup> of each year.

For employees hired on or after July 1, 2017, the first merit increase shall be effective upon the successful completion of their six (6) month probationary period and then annually thereafter on their respective anniversary date. The anniversary date is not a fixed date nor is it the same as the employee’s date of hire with the City. The anniversary date is determined by the date the employee completes the required probationary period for their current position.

If an employee does not receive a merit increase due to an overall performance rating below “meets standards,” the City shall provide the employee with written notification in their personnel file at least 60 days prior to their scheduled merit increase eligibility date.

#### Section 6.4            Bilingual Pay

An employee recognized as proficient through a testing process that includes a written and verbal certification recognized by the City Manager in Spanish, Chinese, or any other City accepted language must only certify once. Certification shall be compensated at a monthly premium rate of four percent (4%) above each employee’s base salary for providing bilingual translation services for the City.

Employees receiving bilingual pay prior to July 1, 2017, who are not certified, shall remain and retain the 2% premium rate unless they certify their bilingual skills by taking a written and verbal translation exam and receive a score of proficient or better at which time the premium rate will be increased to 4%. The number of times allotted shall be unlimited to successfully pass.

#### Section 6.5            Acting Pay

In the event an employee is assigned by the City Manager or their designee to perform “acting duties” of a higher level (defined as responsibilities beyond or outside of the employee’s current classification), the employee shall receive an additional ten percent (10%) during the acting service period. Such pay shall begin on the first day the additional responsibilities are performed and shall be paid at the increased rate for the entire pay period. Upon conclusion of the acting service period, the employee shall return to their previous pay scale.

#### Section 6.6            Overtime

The City shall pay overtime in compliance with the Fair Labor Standards Act (FLSA). Employees are eligible for the payment of overtime for all hours worked in excess of forty (40) hours in a workweek.

For the purpose of calculating overtime, “hours worked” includes all hours in a paid status, including but not limited to regular hours worked, vacation leave, sick leave, holidays, bereavement leave, compensatory time off or any other paid leave of absence.

Regular overtime shall be paid at the rate of one and one-half (1½) times the employee’s hourly FLSA rate. When applicable, double time shall be paid at the rate of two (2) times the employee’s hourly FLSA rate.

## Section 6.7            Compensatory Time

Eligible employees who elect to accrue compensatory time in lieu of the payment for overtime shall indicate it on their time sheet. Such compensatory time shall accrue at the same rate as the applicable overtime.

The maximum accrual for compensatory time shall not exceed one hundred and twenty (120) hours at any point in time.

Requests to use accrued compensatory time must be submitted in writing to the department head or supervisor at least one (1) week prior to the requested time off. Such requests shall not be unreasonably denied.

An employee may elect to cash-out accrued compensatory time at their discretion, at any time, to be paid on the next regular pay date at the employee's rate of pay at the time of the payment. At such time an employee terminates service with the City, cash payment shall be made for all accrued compensatory time at the employee's rate of pay at the time of the payment.

## Section 6.8            Longevity Pay

The City shall continue to pay a longevity premium rate, above the employee's base salary, to eligible employees as follows:

- Employees hired prior to 2001 — ten percent (10%)
- Employees hired between 2001 & 2005 — five percent (5%)

For the purpose of this section, the employee's date of hire is the calendar year in which the employee was initially hired full time with the City.

Employees hired in 2006 or later are not eligible to receive a longevity premium.

## Section 6.9            Standby Pay

The purpose of assigning employees to standby duty is to ensure the City has qualified employees ready and available to respond, without delay, to after-hours operational needs and/or emergencies on behalf of the City.

Qualified employees may be assigned to standby duty on a rotational basis. Such assignments will be conducted on a voluntary basis; however, in the event there is a lack of volunteers the City may assign employees to standby duty, as needed, to ensure appropriate coverage.

Employees assigned to standby duty are required to:

- Be reachable by telephone or other communication device within fifteen (15) minutes of the request; and
- Be able to be physically on-site in the City in no greater than sixty (60) minutes of the request; and
- Refrain from participation in activities which might impair their ability to perform duties.

In the event the City assigns an employee to standby duty, the employee shall be compensated as follows for such standby duty:

A. Weekday Standby Duty

An employee assigned to standby duty on Monday through Friday shall receive two (2) hours pay at the base hourly rate for each day the employee is assigned to standby.

B. Weekend Standby Duty

An employee assigned to standby duty on a Saturday or Sunday shall receive four (4) hours pay at the base hourly rate for each day the employee is assigned to standby.

Section 6.10                      Callback Pay

An employee who performs work on behalf of the City outside of their regularly scheduled hours shall be compensated at the appropriate overtime rate in accordance with this article. This includes, but is not limited to making, receiving and/or responding to telephone inquiries to/from other City personnel during off-duty hours, reporting to work earlier than scheduled, or reporting to work on a regularly scheduled day off.

Call back commences upon receipt of the request/need to perform work on behalf of the City. The minimum period to be compensated for each physical callback shall be two (2) hours. The minimum period to be compensated for each telephonic or remote callback shall be one (1) hour. Any time worked in excess of these guaranteed minimum payments shall be paid in a minimum of fifteen (15) minute increments for the additional actual time worked during each callback. All portal-to-portal travel time required for a call back shall be considered hours worked and included for the purpose of calculating payment.

There shall be no duplication or pyramiding of call back rates under this section.

*For example: If an employee is called back to perform work at a physical location at 8:00 P.M. and completes the task by 9:00 P.M., and then receives a second call back assignment at 9:30 P.M. (while still on duty for the first call back), the employee would receive the single*

*two (2) hour guaranteed minimum payment plus any additional time worked paid in minimum fifteen (15) minute increments. However, if the employee subsequently receives another call back after 10:00 P.M. a new guaranteed minimum payment would apply.*

## **ARTICLE 7 — HEALTH BENEFITS AND INSURANCE**

### **Section 7.1**                    **Dental/Optical Care (DOC) Plan**

The City's contribution to the DOC Plan for the reimbursement of dental, orthodontic, audio and optical expenses shall be two thousand five hundred dollars (\$2,500) per fiscal year for each employee. If the employee is unable to use any amount due to circumstances beyond their control, the amount will carry over for 6 months after the end of the cause for the delay, with City Council approval.

Employee claims shall be processed and paid based on invoices and/or paid receipts.

If the City desires to use a third-party administrator for the DOC Plan and/or convert to the use of Health Savings Accounts (HSA) or similar individual reimbursement account, the parties agree to meet and consult on the issue. In the event of the use of a third-party administrator or HSA, the City shall pay all associated costs/fees. There shall be no increase in costs for the employees.

### **Section 7.2**                    **Medical Insurance**

- A. The City shall provide medical group coverage through CalPERS and employees may choose from any of the regionally offered health plans.
- B. The City shall pay one hundred percent (100%) of the premiums, but not to exceed the cost of the premiums for the second (2<sup>nd</sup>) highest cost medical plan available each year in Region 3 (i.e. Anthem Traditional for 2021), at each applicable level of coverage (i.e. Single, 2-Party, or Family).

Should an employee choose a plan with a higher premium than the second (2<sup>nd</sup>) highest cost medical plan for Region 3, the difference between the premiums shall be paid by the employee via payroll deductions from the employee's wages on a monthly basis. The employee will cover the first two hundred and fifty dollars (\$250), the city will cover the next three hundred dollars (\$300), and any remaining shortfall will be the employee's responsibility, if applicable.

- C. The City shall not pay for any increases in deductibles, co-payments, maximum out-of-pocket expenses, costs of prescriptions, etc., that are the result of changes in the individual plans by CalPERS.

D. Medical Waiver Option

Employees who provide proof of adequate comparable group medical coverage from another source may opt to waive enrollment in a City sponsored health plan and instead receive a monthly payment of five hundred dollars (\$500).

Section 7.3                    Short Term/Long Term Disability

The City shall provide Short-Term (STD) and Long-Term Disability (LTD) coverage. The purpose of STD and LTD insurance is to provide employees with a portion of their normal income when an injury or illness occurs on or off the job that prevents them from working for more than thirty (30) calendar days.

- a) Benefits shall be payable to eligible employees after a thirty (30) day calendar year waiting period;
- b) Benefits shall be sixty-six and two-thirds (66 $\frac{2}{3}$ %) of the employee's base monthly salary, not to exceed six thousand dollars (\$6,000) per month; and
- c) Benefits shall continue until age 65.

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

Section 7.4                    Life Insurance

Each employee shall be provided seventy-five thousand dollars (\$75,000) in term life insurance at no cost to the employee. The City shall pay all required premiums.

**ARTICLE 8 – HOLIDAYS**

Section 8.1                    Paid Holidays

A. The following paid holidays are to be observed each calendar year:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Cesar Chavez Day	March 31 <sup>st</sup>
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>

Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday after Thanksgiving Day	4 <sup>th</sup> Friday in November
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>
New Year's Eve	December 31 <sup>st</sup>

- B. Additional paid holidays shall be observed during the term of this MOU if they are designated as such by resolution of the City Council.
- C. Each employee is entitled to receive time off with pay, at their base hourly rate, for all regularly scheduled hours which fall on that holiday.
- D. In the event a holiday falls on an employee's regularly scheduled day off, the employee may opt to either receive nine (9) hours of holiday pay at their base hourly rate or take another full day off with pay within that same FLSA time period (i.e. the same work week as the holiday).

Section 8.2                      Holidays Falling on Weekends

All holidays falling on a Saturday will be observed on the Friday immediately prior to the holiday.

All holidays falling on a Sunday will be observed on the Monday immediately following the holiday.

Section 8.3                      Floating Holidays

Upon hire and on January 1<sup>st</sup> of each year, an employee shall receive up to twenty-four (24) hours of floating holidays.

Floating holidays may be used at any time during the calendar year, upon advance approval of the department head or supervisor.

Any unused floating holiday hours remaining at the end of each calendar year shall be forfeited after December 31<sup>st</sup> of that same year.

There shall be no payment for any unused floating holiday hours remaining at the time of separation from City service.

Section 8.4                      Extended Closure for Holidays

- A. At the sole discretion of the City Manager, offices and facilities including City Hall, City Yard, Community Center and Senior Center may be closed between the Christmas and New Year’s holiday.
- B. The City Manager shall advise employees by no later than September 1<sup>st</sup> of each year of the City’s intent to have an extended holiday closure for that same year.
- C. In the event of such extended closure, an employee who opts to take the time off with pay must utilize vacation, administrative, compensatory, or floating leave balances.

In the event an employee does not desire to use their accumulated time banks, they may opt to take the time off without pay or may request to continue working their regular work schedule during the extended closure. Such requests shall be subject to approval by the City Manager, who retains sole discretion in the approval/denial.

Section 8.5                      Working on a Holiday

In addition to the holiday pay, an employee who is required to work on a paid holiday or during an extended closure for holidays shall be paid at time and one-half (1½) for all regular hours worked and double time (2X) for all overtime hours worked.

**ARTICLE 9 – VACATION**

Section 9.1                      Accrual

An employee shall accrue vacation each month based on the following schedule:

<b>Years of Service</b>	<b>Annual Accrual Rate</b>
0 to 5 years	10 days (80 hours)
6 to 10 years	15 days (120 hours)
11 or more years	20 days (160 hours)

Accrual at the next highest level shall begin on the anniversary date of the sixth (6<sup>th</sup>) and eleventh (11<sup>th</sup>) years, respectively.

Section 9.2            Maximum Accumulation

An employee may accumulate vacation up to three hundred and sixty (360) hours. An employee shall not continue to accrue additional vacation until the employee's vacation balance falls below the maximum accumulation allowed.

Section 9.3            Use of Vacation

An employee may use vacation upon accrual, subject to approval by the department head or supervisor. Requests for vacation should be submitted in writing two (2) weeks prior to the requested time off.

Section 9.4            Payment of Accumulated Vacation

An employee may elect to cash-out up to a maximum of eighty (80) hours of accumulated vacation hours once per fiscal year in accordance with City procedures, provided a minimum of eighty (80) hours remains accumulated after the cash-out. Payment shall be made on the next regular pay date following the employee's request and calculated at the employee's rate of pay at the time of the payment.

At such time an employee terminates service with the City, cash payment shall be made for all accumulated vacation hours at the employee's rate of pay at the time of the payment.

**ARTICLE 10 – SICK LEAVE**

Section 10.1            Accrual

An employee shall accrue sick leave at the rate of eight (8) hours per month, for up to ninety-six (96) hours per year, in Sick Leave Bank A.

Section 10.2            Maximum Accumulation

A. Sick Leave Bank A

A maximum of five hundred (500) hours of sick leave may be accumulated in Sick Leave Bank A. Hours accumulated in Sick Leave Bank A are for the purpose of use in accordance with Section 10.3 of this MOU and/or cash-out in accordance with Section 10.4 of this MOU.

B. Sick Leave Bank B

Sick leave hours accrued in excess of five hundred (500) hours shall be placed in Sick Leave Bank B. There shall be no maximum accumulation limit on sick leave

in Sick Leave Bank B. Sick Leave Bank B may only be used for the purpose of conversion to retirement service credit in accordance with Section 10.5 of this MOU. There shall be no cash value to Sick Leave Bank B. An employee shall no longer be able to use hours, in accordance with Section 10.3 of this MOU, once they have been deposited into Sick Leave Bank B.

### Section 10.3            Use of Sick Leave

An employee may use sick leave in Sick Leave Bank A, upon accrual, for the following reasons:

- Absence due to illness or injury to the employee; or
- Preventative healthcare, including but not limited to medical and dental appointments; or
- To attend to a qualified family member, including a “designated person” (an employee may designate one person per 12-month period); for the purposes of diagnosis, care or treatment of existing health condition and taking Family leave/Medical Leave; or
- Absence to attend to their personal needs or family members needs and ensure their safety due to an employee or family member who is a victim of violence, domestic violence, sexual assault, or stalking; or
- Any other reason as permitted by law

### Section 10.4            Payment of Accumulated Sick Leave

- A. On December 1<sup>st</sup> of each year, and/or upon retirement with five (5) or more years of City service, an employee may elect to cash-out up to one hundred (100) hours of sick leave from Sick Leave Bank A, which has accumulated in excess of three hundred (300) hours. Payment shall be made on December 16<sup>th</sup>, or in the case of retirement with the final check issued to the employee, at the rate of one-half (½) of the employee’s base rate of pay at the time of the payment.
- B. No payment or retirement service credit shall be made for accumulated, but unused, sick leave from Sick Leave Bank A or B upon separation from City service, excluding retirement.

### Section 10.5            Conversion of Sick Leave to Retirement Service Credit

Using the *Credit for Unused Sick Leave* (Government Code §20965), upon retirement, an employee may be able to convert accumulated, but unused, sick leave in Sick Leave Bank A and/or B to additional service credit.

## ARTICLE 11 – OTHER LEAVE

### Section 11.1            Bereavement Leave

The City agrees to provide four (4) days paid bereavement leave and one day unpaid bereavement leave for each incident of imminent death and/or death in the immediate family. The one day of unpaid bereavement leave may be chargeable to sick time, or any other paid leave.

“Immediate family” is defined as: spouse, registered domestic partner, father, mother, child, brother, sister, grandparents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepmother, stepfather, registered domestic partner-in-law, relative or person living with the employee, and any other individuals as 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 their designee.

### Section 11.2            Jury Duty

Employees shall be entitled to a maximum of fifteen (15) days of paid jury duty leave per calendar year. An employee summoned for jury duty shall provide a copy of the summons to their supervisor on the first work day after receipt of such summons. The employee shall be required to remit payments received to the City for jury duty service, excluding mileage reimbursement, which occurred during regularly scheduled working hours.

### Section 11.3            Regulatory Leave

The City shall continue to provide regulatory leave, including but not limited to Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL), as required by law.

While on regulatory leave, until accrued leave balances are exhausted, an employee shall continue to be eligible to participate in the City’s group health insurance to the same extent that coverage is provided while the employee is actually working. An employee must exhaust all accrued leave balances in connection with any regulatory leave.

### Section 11.4            Leave for Child-Related Activities

Upon request, an employee may take off up to forty (40) hours per year, up to eight (8) hours per month, for child-related activities if the employee is a parent with one or more children attending kindergarten, grades 1 to 12, or is at a licensed childcare provider. This

includes finding, enrolling, or re-enrolling a child in school or with a licensed childcare provider, addressing a childcare provider, and responding to a school/child care provider emergency including a request for a child to be picked up from school/childcare, behavioral/discipline problems, closure or unexpected unavailability of the school/child care (excluding planned holidays), or a natural disaster. An employee desiring to be paid for such leave must use accrued leave to cover the absence.

For the purpose of this section, a “parent” is defined as a: parent, legal guardian, step-parent, foster parents, grandparent, or a person who stands in loco parentis to the child.

## **ARTICLE 12 – RETIREMENT**

The City offers retirement benefits through the California Public Employees’ Retirement System (CalPERS).

### Section 12.1            Retirement Plan Benefits

- A. There are two (2) tiers of defined benefit retirement plans based on the employee’s date of hire and/or member status with CalPERS as determined by the Public Employees’ Pension Reform Act of 2013 (“PEPRA”).
- B. Each retirement plan tier also defines the retirement formula, final compensation calculation, and employee contribution/cost sharing as follows:

- Tier I: Employees Hired prior to January 1, 2013, and “Classic Members”

Employees hired prior to January 1, 2013, or who are “classic members” of CalPERS.

The retirement formula is 2.5% at 55 years of age.

Final compensation is calculated as the highest pensionable compensation earned during a period of twelve (12) consecutive months.

Effective the first full pay period following January 1, 2020, employees in Tier I shall contribute an additional one percent (1%) — for a total of eight percent (8%) — of compensation towards the employee’s cost of their CalPERS retirement plan.

The City shall pay the full employer’s cost and any unfunded liability.

- Tier II: Employees Hired on or after January 1, 2013, and “New Members”

Employees hired on or after January 1, 2013, or who are “new members” of CalPERS.

The retirement formula is 2% at 62 years of age.

Final compensation is calculated as the highest average pensionable compensation earned during a period of thirty-six (36) consecutive months.

Employees in Tier II shall participate in cost sharing by paying fifty percent (50%) of the normal costs of their CalPERS retirement plan, as determined by CalPERS each year. The City shall pay the remaining fifty percent (50%) of the normal costs and all other costs required by CalPERS.

### C. Optional Retirement Plan Benefits

The City’s contract with CalPERS provides the following additional optional benefits to eligible employees:

- Annual Cost-of-Living Allowance

The maximum *Annual Cost-of-Living Allowance Increase* (Government Code §21335) of five percent (5%) during retirement.

- Pre-Retirement Death Benefit

This benefit allows the surviving spouse or domestic partner of a deceased member, who was eligible to retire at the time of death, the option to receive a *Pre-Retirement Option 2W Death Benefit* (Government Code §21548) in lieu of the lump sum Basic Death Benefit.

- Survivor Allowance

*Post-Retirement Survivor Allowance* (Government Code §21624, 21626 & 21628). This benefit provides the allowance to continue for the surviving spouse or domestic partner upon the death of a member after retirement.

The *Second Level of 1959 Survivor Benefit* (Government Code § 21574).

- Military Service Credit

An employee with qualifying military service may purchase, at their own expense, up to four (4) years of *Military Service Credit as Public Service* (Government Code §21024).

- Credit for Unused Sick Leave

Using the *Credit for Unused Sick Leave* (Government Code §20965), upon retirement, an employee may convert accumulated sick leave to additional service credit.

Section 12.2                    Deferred Compensation Plan

The City shall offer a 457 deferred compensation plan to all employees. An employee may make voluntary contributions, up to the legal limit, to their individual plan.

Section 12.3                    Retiree Health Benefits

A. Retiree Medical

There are two (2) tiers of retiree medical benefits available based on the employee's initial date of hire with the City. Each tier also defines any applicable vesting period. The employee shall within 90 days of documented retirement submit the appropriate health coverage paperwork to CalPERS to be eligible for retiree health benefits.

- Tier A: Employees Hired prior to August 1, 2008

Employees hired prior to August 1, 2008, who retire from City service, will be eligible for health care benefits upon retirement.

Upon retirement, this becomes a vested right for each retiree and the City will continue to pay one hundred percent (100%) of the cost of the health insurance premiums for such retirees and their eligible dependents until death.

- Tier B: Employees Hired on or after August 1, 2008

Employees hired on or after August 1, 2008, who retire from the City after five (5) or more consecutive years of service with the City, will be eligible for health care benefits upon retirement.

Upon retirement, this becomes a vested right for each retiree and the City will continue to pay the health insurance premiums for such retirees and their dependents until death, based on the following vesting formula adopted by Resolution Number 08-4723:

<b>Years of CalPERS Service Credit</b>	<b>Percentage of Employer Contribution</b>
10 or less	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

B. Retiree DOC Plan

Each employee who retires from City service shall be able to continue to participate in the City's DOC Plan for dental, orthodontic, audio and optical expenses in the same manner as the Retiree Medical in Section 12.3 A.

**ARTICLE 13 – UNIFORMS AND EQUIPMENT**

Section 13.1            Inclement Weather Gear

Upon hire and on the 2nd Wednesday of September, the City will provide an inclement weather uniform jacket for use by the Maintenance Division, Public Safety Division, PROS Team and Community Services Department personnel. Issuance of new/replacement jacket will occur after inspection of current jacket condition is conducted by management staff. If a replacement is needed, the previously issued City jacket will be collected and properly disposed of by management staff.

Replacement outside of these two instances will require management approval.

Section 13.2            Safety Boots

Upon proof of purchase, Maintenance Division, Community Outreach, and Public Safety personnel shall be reimbursed up to three hundred dollars (\$300.00) per fiscal year for the cost of steel-toed work boots.

The Union acknowledges the use of such safety work boots by Maintenance Division personnel is mandatory.

Section 13.3            Uniform Work Group

Within 30 days following ratification of this Agreement, the parties agree that a work group will be formed for the purpose of reviewing and jointly create/document in the form of a policy the provision of uniforms by the City, including but not limited to uniforms necessary to properly and safely perform the employee's job. The work group will consist of four (4) members from City Management, and a total of four (4) employees representing the following divisions: Maintenance, Public Safety, Community Services and Community Outreach.

**ARTICLE 14 – EDUCATION REIMBURSEMENT**

Section 14.1            Education Reimbursement

Education reimbursement is defined as an off-duty instruction that will be mutually and immediately beneficial to the employee and the City. Employees shall not be entitled to overtime or compensatory time off for participating in such voluntary training or off-duty instruction.

Section 14.2            Required Approval

Prior to enrolling in a class for training, an employee wishing reimbursement for their eligible 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.

Section 14.3            Repayment

Education reimbursement shall be repaid to the City should the employee separate from City service within one (1) year of receiving such reimbursement.

Section 14.4            Eligible Expenses

Employees attending accredited community colleges, universities, and trade schools for the purpose of obtaining a higher education degree, certification or licensure may apply for reimbursement of tuition, books, course material fees, tests, student fees and parking.

Section 14.5            Maximum Reimbursement

Reimbursement is capped each calendar year at the tuition rate of the California State University (CSU) system for up to four (4) terms of enrollment each calendar year.

Section 14.6            Eligibility for Reimbursement

Reimbursement is contingent upon the successful completion of the course. Successful completion means a grade of “C” or better for undergraduate courses, a grade of “B” or better for graduate courses, or a certificate of completion for technical/vocational courses.

The employee shall submit a copy of the official transcript or certificate of completion along with all receipts to the Personnel Office.

All claims for tuition reimbursement require prior written approval and are subject to verification and approval by the City Manager.

*Example: Employee attends CSU Los Angeles for a term and completes two (3 unit) undergraduate courses with a grade of “C” or better. The tuition reimbursement would be calculated as follows:*

<i>Example Tuition Reimbursement Per Academic Semester</i>	
<i>CSU Tuition Part-Time Enrollment (0-6 units)</i>	<i>\$1,869 semester</i>
<i>Required Student Fees</i>	<i>\$171.00</i>
<i>Parking</i>	<i>\$90.00</i>
<i>Books and Course Material Fees</i>	<i>\$600.00</i>
<b><i>Total:</i></b>	<b><i>\$2,730.00</i></b>

**ARTICLE 15 – PERSONNEL RULES AND REGULATIONS**

The City and the Union agree to meet and confer to discuss any proposed revisions or amendments to the city’s personnel rules and regulations in effect at the time of the signing of this MOU.

**ARTICLE 16 – GRIEVANCE PROCEDURES**

Section 16.1            Statement of Intent

The City and the Union have a mutual interest in resolving workplace issues appropriately, expeditiously and at the lowest level possible. In recognition of this mutual interest, the parties acknowledge the grievance procedure is not a replacement for daily communication between an employee and their supervisor, nor is it inherently an adversarial process. Rather, it is a process to mutually resolve workplace issues to the maximum extent possible within the organization.

## Section 16.2            Definitions

A “grievance” is defined as a dispute concerning the interpretation or application of this written MOU or rules, regulations, laws and codes governing personnel practices or working conditions applicable to employees covered by this MOU.

A “day” is defined as a regular business or work day, excluding recognized holidays.

## Section 16.3            Grievance Process Rights

A. The parties agree the following shall not be subject to the grievance procedure:

- An impasse in the meet and confer process
- Rejection during initial probation
- Disciplinary Actions
- Performance Evaluations with overall rating of “Meets Standards” or above,

B. No grievant shall lose their right to process a grievance because of City imposed limitations in scheduling meetings. Time limits between steps in the grievance procedure provided herein may be extended by mutual agreement. In addition, the grievant and the City may jointly waive any step of review from the grievance procedure.

C. No retribution or prejudice shall be suffered by an employee for making use of the grievance procedure.

D. An employee shall be permitted a reasonable amount of paid release time to prepare and present their grievance at each step.

E. At every step of the grievance process, including the informal discussion with the supervisor prior to filing a formal grievance, the Union shall have the right to be present at the employee's request.

F. The Union may elect to file a group grievance on behalf of two (2) or more employees. The facts and issues of the grievance must be the same. A group grievance will begin at Step One of the grievance procedure.

## Section 16.4            Informal Discussion with Supervisor

The employee shall inform their immediate supervisor of the grievance and relevant facts within thirty (30) days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. The supervisor shall informally meet with the grievant within two (2) regular work shifts following such

notification to discuss the issue. The supervisor shall provide a written decision to the employee within five (5) days following the discussion.

Section 16.5            Step One — Formal Grievance

If the grievance is not resolved informally with the supervisor, the employee shall put the grievance in writing and submit copies to The Director of Human Resources or Administrative Services no later than ten (10) working days following the receipt of the informal decision. The written grievance should include a citation of the sections of the MOU, rules, regulations, laws and/or codes alleged to have been violated and the remedy sought by the employee. The Director of Human Resources or Director of Administrative Services and/or the City Manager shall review the grievance and render a written decision to the employee within ten (10) days from receipt of the formal grievance.

Section 16.6            Step Two — Appeal to Personnel Officer

If the grievance is not resolved at the department head level in Step One, the employee may appeal the decision to the City Manager no later than ten (10) working days following receipt of the written decision from the department head. The City Manager shall review the grievance and render a written decision to the employee within ten (10) days from receipt of the appeal.

The decision of the City Manager shall be the final administrative decision.

**ARTICLE 17 — DISCIPLINARY PROCEDURES**

Employees shall adhere to the disciplinary procedures as set forth in the City’s Personnel Policy §9, in effect at the time of the signing of this MOU, unless other rights or procedures are provided in this article.

Section 17.1            Just Cause

Employees are expected to meet certain standards of job performance, interpersonal skills, and conduct. The City may discipline an employee for just cause when their conduct or performance fails to meet reasonable standards.

Section 17.2            Use of Progressive Discipline

Disciplinary actions may include counseling, oral reprimand, written reprimand, reduction in pay, suspension without pay, demotion and termination. The purpose of discipline is to be corrective, not punitive, in nature; therefore, the City shall use progressive discipline, except in the case of an egregious act.

Section 17.3            Appeal Rights

An employee may appeal disciplinary actions (excluding counseling, oral reprimands, and written reprimands) in accordance with the City’s Personnel Policy §9.

For disciplinary actions that are excluded from the appeal process in this Article, the employee may elect to submit a signed and dated written rebuttal to the action which shall be included in the employee’s personnel file.

At the employee’s option, the employee may request Union representation at any stage of the appeal or rebuttal process. If the employee chooses to involve the Union, the City shall ensure reasonable time and opportunity for the employee to consult with the Union representative in drafting and submitting the rebuttal. The City shall not retaliate against any employee for electing to have Union representation during this process.

**ARTICLE 18 – SEVERABILITY**

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions will be deemed invalid and subsisting, except to the extent permitted by law, but all other provisions shall 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 an equitable replacement provision.

**ARTICLE 19 – WAIVER OF BARGAINING**

This MOU contains all of the covenants, stipulations, and provisions agreed upon by the parties. Therefore, for the life of this MOU, 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 MOU, except by mutual agreement of the parties.

**ARTICLE 20 – ANTI-STRIKE CLAUSE**

During the term of this MOU, 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 employees as otherwise permissible under the law.

## ARTICLE 21 – DUES DEDUCTION, COPE, & INDEMNIFICATION

### Section 21.1            Dues Deduction

The City shall remit all approved payroll deductions for union dues from employee wages exclusively to the Union. During the term of this MOU, the City shall not make payroll deductions requested by employees in this unit for the purpose of becoming a member and/or to obtain benefits offered by any organization other than the Union.

Every three months, the City shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; job title; employee identification number; department; work location; work and personal email address (if available); work phone number; personal cell phone number (if available); and home address. This information shall be sent in Excel format to dues@seiu721.org.

Each month, the City shall send to the Union a list of all employees in the bargaining unit including: each employee's identification number; first and last name; job title; total hours worked in the pay period; base salary earned per pay period; and dues amount deducted. Additionally, at the bottom of the list, the City will provide the Union with dues deduction exceptions for that month, if any. This information shall be sent in Excel format to dues@seiu721.org within five (5) business days of each dues remittance described below.

Each pay period, the Union shall provide the City with an "authorized deduction report" which includes bargaining unit members who have authorized the deduction of Union dues, COPE amounts and other deductions and the deduction amounts.

The City shall make the dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within fifteen (15) business days after they were deducted. The City shall also provide the breakdown of each amount remitted (i.e., Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within five (5) business days of each remittance.

### Section 21.2            Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union's Committee on Political Education ("COPE") through payroll deduction. in the same manner as the for Union dues.

Every pay period the Union will notify the City with a list of employees and the appropriate deduction amount on the "authorized deduction report" of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary deductions for COPE by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the City by the next full pay period cycle.

Section 21.3            Indemnification

Service Employees International Union Local 721 shall indemnify and hold the City, its officers, and employees, harmless from any and all claims, demands, suits, judgments, or any other action arising from the provisions of this Article.

## APPENDIX A – SALARY SCHEDULES

### Salary Schedule for January 1, 2026 – June 30, 2026

JOB TITLES	SALARY RANGES							
			A	B	C	D	E	F
Office Specialist	N12	Monthly	\$3,640.88	\$3,822.93	\$4,014.07	\$4,214.78	\$4,425.52	\$4,646.79
		Hourly	\$21.01	\$22.06	\$23.16	\$24.32	\$25.53	\$26.81
Community Services Specialist	N15	Monthly	\$4,214.78	\$4,425.52	\$4,646.79	\$4,879.13	\$5,123.09	\$5,379.24
		Hourly	\$24.32	\$25.53	\$26.81	\$28.15	\$29.56	\$31.03
Accounting Assistant	N16	Monthly	\$4,425.52	\$4,646.79	\$4,879.13	\$5,123.09	\$5,379.24	\$5,648.20
		Hourly	\$25.53	\$26.81	\$28.15	\$29.56	\$31.03	\$32.59
Maintenance Worker	N17	Monthly	\$4,646.79	\$4,879.13	\$5,123.09	\$5,379.24	\$5,648.20	\$5,930.61
		Hourly	\$26.81	\$28.15	\$29.56	\$31.03	\$32.59	\$34.22
Accounting Technician	N18	Monthly	\$4,879.13	\$5,123.09	\$5,379.24	\$5,648.20	\$5,930.61	\$6,227.14
		Hourly	\$28.15	\$29.56	\$31.03	\$32.59	\$34.22	\$35.93
Community Outreach Program Coordinator	N18	Monthly	\$4,879.13	\$5,123.09	\$5,379.24	\$5,648.20	\$5,930.61	\$6,227.14
		Hourly	\$28.15	\$29.56	\$31.03	\$32.59	\$34.22	\$35.93
Information Tech. Technician	N18	Monthly	\$4,879.13	\$5,123.09	\$5,379.24	\$5,648.20	\$5,930.61	\$6,227.14
		Hourly	\$28.15	\$29.56	\$31.03	\$32.59	\$34.22	\$35.93
Administrative Assistant	N19	Monthly	\$5,123.09	\$5,379.24	\$5,648.20	\$5,930.61	\$6,227.14	\$6,538.50
		Hourly	\$29.56	\$31.03	\$32.59	\$34.22	\$35.93	\$37.72
Park Maintenance Worker	N19	Monthly	\$5,123.09	\$5,379.24	\$5,648.20	\$5,930.61	\$6,227.14	\$6,538.50
		Hourly	\$29.56	\$31.03	\$32.59	\$34.22	\$35.93	\$37.72
Code Enforcement Officer	N19	Monthly	\$5,123.09	\$5,379.24	\$5,648.20	\$5,930.61	\$6,227.14	\$6,538.50
		Hourly	\$29.56	\$31.03	\$32.59	\$34.22	\$35.93	\$37.72
Community Services Coordinator	N20	Monthly	\$5,379.24	\$5,648.20	\$5,930.61	\$6,227.14	\$6,538.50	\$6,865.43
		Hourly	\$31.03	\$32.59	\$34.22	\$35.93	\$37.72	\$39.61
Accounting Technician II	N20	Monthly	\$5,379.24	\$5,648.20	\$5,930.61	\$6,227.14	\$6,538.50	\$6,865.43
		Hourly	\$31.03	\$32.59	\$34.22	\$35.93	\$37.72	\$39.61
Maintenance Lead	N20	Monthly	\$5,379.24	\$5,648.20	\$5,930.61	\$6,227.14	\$6,538.50	\$6,865.43
		Hourly	\$31.03	\$32.59	\$34.22	\$35.93	\$37.72	\$39.61
Community Services Supervisor	N21	Monthly	\$5,648.20	\$5,930.61	\$6,227.14	\$6,538.50	\$6,865.43	\$7,208.70
		Hourly	\$32.59	\$34.22	\$35.93	\$37.72	\$39.61	\$41.59

**Salary Schedule for July 1, 2026 – June 30, 2027**

JOB TITLES	SALARY RANGES							
			A	B	C	D	E	F
Office Specialist	N12	Monthly	\$3,786.52	\$3,975.84	\$4,174.64	\$4,383.37	\$4,602.54	\$4,832.66
		Hourly	\$21.85	\$22.94	\$24.08	\$25.29	\$26.55	\$27.88
Community Services Specialist	N15	Monthly	\$4,383.37	\$4,602.54	\$4,832.66	\$5,074.30	\$5,328.01	\$5,594.41
		Hourly	\$25.29	\$26.55	\$27.88	\$29.27	\$30.74	\$32.28
Accounting Assistant	N16	Monthly	\$4,602.54	\$4,832.66	\$5,074.30	\$5,328.01	\$5,594.41	\$5,874.13
		Hourly	\$26.55	\$27.88	\$29.27	\$30.74	\$32.28	\$33.89
Maintenance Worker	N17	Monthly	\$4,832.66	\$5,074.30	\$5,328.01	\$5,594.41	\$5,874.13	\$6,167.84
		Hourly	\$27.88	\$29.27	\$30.74	\$32.28	\$33.89	\$35.58
Accounting Technician	N18	Monthly	\$5,074.30	\$5,328.01	\$5,594.41	\$5,874.13	\$6,167.84	\$6,476.23
		Hourly	\$29.27	\$30.74	\$32.28	\$33.89	\$35.58	\$37.36
Community Outreach Program Coordinator	N18	Monthly	\$5,074.30	\$5,328.01	\$5,594.41	\$5,874.13	\$6,167.84	\$6,476.23
		Hourly	\$29.27	\$30.74	\$32.28	\$33.89	\$35.58	\$37.36
Information Tech. Technician	N18	Monthly	\$5,074.30	\$5,328.01	\$5,594.41	\$5,874.13	\$6,167.84	\$6,476.23
		Hourly	\$29.27	\$30.74	\$32.28	\$33.89	\$35.58	\$37.36
Administrative Assistant	N19	Monthly	\$5,328.01	\$5,594.41	\$5,874.13	\$6,167.84	\$6,476.23	\$6,800.04
		Hourly	\$30.74	\$32.28	\$33.89	\$35.58	\$37.36	\$39.23
Park Maintenance Worker	N19	Monthly	\$5,328.01	\$5,594.41	\$5,874.13	\$6,167.84	\$6,476.23	\$6,800.04
		Hourly	\$30.74	\$32.28	\$33.89	\$35.58	\$37.36	\$39.23
Code Enforcement Officer	N19	Monthly	\$5,328.01	\$5,594.41	\$5,874.13	\$6,167.84	\$6,476.23	\$6,800.04
		Hourly	\$30.74	\$32.28	\$33.89	\$35.58	\$37.36	\$39.23
Community Services Coordinator	N20	Monthly	\$5,594.41	\$5,874.13	\$6,167.84	\$6,476.23	\$6,800.04	\$7,140.04
		Hourly	\$32.28	\$33.89	\$35.58	\$37.36	\$39.23	\$41.19
Accounting Technician II	N20	Monthly	\$5,594.41	\$5,874.13	\$6,167.84	\$6,476.23	\$6,800.04	\$7,140.04
		Hourly	\$32.28	\$33.89	\$35.58	\$37.36	\$39.23	\$41.19
Maintenance Lead	N20	Monthly	\$5,594.41	\$5,874.13	\$6,167.84	\$6,476.23	\$6,800.04	\$7,140.04
		Hourly	\$32.28	\$33.89	\$35.58	\$37.36	\$39.23	\$41.19
Community Services Supervisor	N21	Monthly	\$5,874.13	\$6,167.84	\$6,476.23	\$6,800.04	\$7,140.04	\$7,497.05
		Hourly	\$33.89	\$35.58	\$37.36	\$39.23	\$41.19	\$43.25

**EXECUTION OF THE NEW MOU**

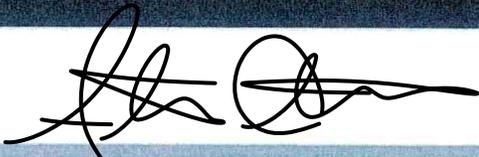
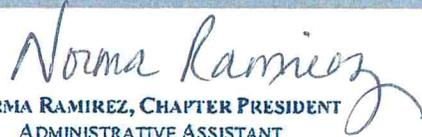
On December 30, 2025, this MOU was ratified by simple majority vote of unit employees who are in classifications represented by the Union.

On January 13, 2026, this MOU was approved by a vote of the City Council for the City of La Puente on Agenda Item#7.

Following its execution by the parties hereto, the City shall implement its terms and conditions by appropriate lawful action.

In witness thereof, the parties hereto have caused this MOU to be executed this 26th day of January 2026.

***PARTIES TO THE MEMORANDUM OF UNDERSTANDING***

<b><i>SEIU Local 721</i></b>	<b><i>City of La Puente</i></b>
 <b>ABDIEL CORONEL, CHIEF NEGOTIATOR</b> SEIU LOCAL 721	 <b>ROBERT LINDSEY</b> CITY MANAGER
 <b>NORMA RAMIREZ, CHAPTER PRESIDENT</b> ADMINISTRATIVE ASSISTANT	 <b>ALEX BAUMAN</b> ACTING CITY MANAGER/DIRECTOR OF COMMUNITY SERVICES
 <b>REGINA NEWCOMB</b> ACCOUNTING ASSISTANT	 <b>TROY GRUNKLEE, CPA</b> DIRECTOR OF ADMINISTRATIVE SERVICES
 <b>JOSE RAMIREZ</b> MAINTENANCE WORKER	 <b>LAURA DROTTZ KALTY</b> PARTNER, LIEBERT CASSIDY WHITMORE
 <b>ANGEL MORALES</b> COMMUNITY SERVICE COORDINATOR	
 <b>JORGE SOLIS-RIVERA</b> COMMUNITY OUTREACH COORDINATOR	