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RESOLUTION NO. 2025-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK, CALIFORNIA, APPROVING AND
ADOPTING A NEW MEMORANDUM OF UNDERSTANDING
WITH THE HUNTINGTON PARK GENERAL EMPLOYEES'
ASSOCIATION**

WHEREAS, the Huntington Park General Employees' Association (HPGEA) representatives and City representatives have met and conferred in good faith in accordance with the Meyers-Milias-Brown Act (sections 3500 et seq. of the Government Code), and agreed to terms for a Memorandum of Understanding; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Memorandum of Understanding between the City and the HPGEA, which is attached hereto as Exhibit A – effective for the period of July 1, 2024 through June 30, 2029 – is hereby ratified, adopted and approved.

SECTION 2. This resolution shall take effect immediately upon its adoption.

SECTION 3. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 14th day of October, 2025.


Arturo Flores,
Mayor

ATTEST:


Eduardo Sarmiento,
City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

I, Eduardo Sarmiento, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2025-31 was duly passed and adopted by the City Council of the City of Huntington Park at a Regular Meeting of the City Council held on the 14th day of October 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 14th of October 2025.



Eduardo Sarmiento, City Clerk

**Master
Memorandum of Understanding
Between
City of Huntington Park
and
City of Huntington Park General
Employees' Association (GEA)**

July 1, 2024 through June 30, 2029

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF HUNTINGTON PARK, CALIFORNIA
AND
THE HUNTINGTON PARK GENERAL EMPLOYEES' ASSOCIATION (HPGEA)**

ARTICLE ONE:

EMPLOYEE AND EMPLOYER RIGHTS

I. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter called the "MOU" is made by and between the City of Huntington Park, California, hereinafter called the "City" and the Huntington Park General Employees' Association, hereinafter called "HPGEA" or "Association" representing the full-time, non-management, non-safety general service classified employees of the City. Part-time employees in like classification are not parties to the Memorandum of Understanding and do not receive the salaries and benefits afforded by this MOU. This MOU is made pursuant to the California Government Code Section 3500, et seq. and the City's Employer-Employee Relations Resolution 69-76 as amended.

II. RECOGNITION FULL-TIME GENERAL CLASSIFIED EMPLOYEES

The City hereby recognizes HPGEA as the exclusive representative of the full-time, non-management, mid-management, non-safety, and general employee unit comprised of those classifications, as set forth in Appendix "A," as amended, and attached hereto, pursuant to the City's Employer-Employee Relations Resolution No. 69-76, as amended, generally referred to and hereinafter called "HPGEA," "General Employees' Association" or "Unit Employees."

III. BARGAINING UNIT CHANGES

Any change in the classes, which compose the HPGEA/General Employees' Association unit, shall be in accordance with the provisions of the City's Employer-Employee Relations Resolution No. 69-76, as amended.

IV. CERTIFICATION OF REPRESENTATIVES (HPGEA) – BONAFIDE UNDER FLSA

A. HPGEA AS CERTIFIED

1. The HPGEA has been certified as the bonafide representative by the California Public Employment Relations Board (PERB) under the Fair Labor Standards Act.

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2. As a consequence of this certification, some of the wages, hours, terms and conditions of employment stated in this memorandum of understanding were negotiated that otherwise would not have been changed.

B. NOTICE

If, at any time the HPGEA is voluntarily decertified as bonafide representative by the PERB, the HPGEA shall be obliged to inform the City Manager immediately of this fact in writing and those wages, hours, terms and conditions of employment that are affected by this decertification, namely, those divisions affected by the Fair Labor Standards Act shall be null and void and subject to immediate renegotiation.

V. NONDISCRIMINATION

A. POLICY

No unit employee shall be subject to discrimination, which is prohibited by applicable federal, state or local law. In accordance with this policy, the City agrees that no employee shall be interfered with, intimidated, restrained, coerced, employed, promoted, demoted, discharged or in any way favored or discriminated against because of political opinions or affiliations, race, religious belief, age, sex, sexual orientation, gender orientation, physical or mental disability, or because of the exercise of his/her rights under this MOU.

B. ASSOCIATION AGREES NOT TO DISCRIMINATE

In accordance with the above policy, HPGEA agrees not to discriminate against a unit employee because of the exercise of his or her rights granted under this MOU or with respect to admission to membership and the rights of membership in HPGEA for any of the above-enumerated reasons.

VI. CONFIDENTIAL EMPLOYEES – EMPLOYEE RELATIONS

1. In accordance with G.C. Section 3507.5, many California public agencies designate certain key employees as confidential for Employee Relations purposes.
2. The confidential employees are generally those who have access to confidential or privileged information dealing with labor relations.
3. Those unit employees designated as confidential are not permitted to represent other employees of the agency in labor matters – negotiations or discipline hearings, for example – in order to avoid an obvious conflict of

ARTICLE ONE

interest, the appearance of bad faith and the willful or inadvertent release of information that could seriously impair the labor-management relationships within the agency.

4. Therefore, certain incumbent unit employee's classifications can be designated as confidential by the City Manager upon agreement between City and HPGEA. Those classifications designated as Confidential-Employee Relations are prohibited from representing any employee organization or any matter within the scope of representation.
5. A designated confidential employee may be permitted to participate in certain labor relation functions if so approved in advance by the City Manager.

VII. ASSOCIATION MEMBERSHIP

A. MEMBER DEDUCTION

The City agrees to deduct from the wages of any employee who is a member of the Association, a MEMBER deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Association. The City agrees to remit any deductions made pursuant to this provision promptly to the Association together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

B. MAINTENANCE OF MEMBERSHIP

1. Deductions and Dues

The City agrees to honor all authorizations for payroll deduction of Association dues payments to the Association and to remit such payments to the Association within thirty (30) days after the conclusion of the month in which said dues deductions were taken pursuant to such authorization. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions. Any employee inquiries to cancel or change deductions shall be referred to the Association.

Authorized deductions for Association dues shall be done bi-weekly by the City. Payroll deductions for approved insurance and welfare plan fees shall be done bi-weekly by the City from the salary of each unit employee who has filed a written authorization on an appropriate City form for insurance and welfare plan deductions.

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2. Notice of New Hires

The City shall provide the HPGEA Labor Relations Representative notice of any newly hired employee to an HPGEA-represented classification, within thirty (30) days of date of hire, via electronic mail. The notice shall include full legal name, date of hire, classification and work location.

The term "Newly hired employee" or "new hire" means any employee hired by the City to an HPGEA-represented classification, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the City, and whose current position has placed them in the bargaining unit represented by HPGEA. For those latter employees, for purposes of this agreement only, the "date of hire" is the date upon which the employee's classification or employee status changed such that the employee was placed in the HPGEA unit.

3. Employee Information

Except for employees who have submitted written requests pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, or personal email address, the City shall provide HPGEA with new hire contact information. The City shall not make any statements encouraging opt out. On the last workday of each month, the City shall provide to HPGEA, via a mutually agreeable email process, the name and contact information on the new hires. This information shall be provided to HPGEA regardless of whether the newly hired employee was previously employed by the City.

The information shall be provided electronically via a mutually agreeable secure email process and shall include the following items, if they are included in the City's records:

- a. First Name;
- b. Middle Name;
- c. Last Name;
- d. Suffix (e.g. JR., III);
- e. Job Title;
- f. Department;
- g. Primary worksite;
- h. Work telephone number;
- i. Work Extension;
- j. Home Street Address (incl. apartment #);
- k. City;
- l. State;
- m. Zip Code (5 or 9 digits);

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- n. Home telephone number (10 digits);
- o. Personal cellular telephone number (10 digits);
- p. Personal email address of the employee;
- q. Employee ID No.; and
- r. Hire date.

4. Periodic Update of Unit Member Contact Information

Except where the employee has submitted a written request pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, or personal email address, the City shall provide HPGEA, via a mutually agreeable secure email process all bargaining unit member names and contact information on the last working day of September, January, and May. The specific employee information required to be submitted shall include all the information described above in section 3 of this agreement.

5. Notice of HPGEA Representation to New Hires

The City shall inform all new hires in the representation unit that HPGEA is the recognized employee organization designated as the representative of the employees in the unit.

C. INDEMNIFICATION

The Association understands and acknowledges that the City will rely upon the foregoing representations in making deductions, in the amounts specified by the Association from salaries and wages of the employees whose names are presented for deductions and that the City shall not be required to make further investigation or inquiry regarding the accuracy of those representations prior to making such deductions, unless a dispute arise, at which point the Association shall be required to submit evidence proof that the employee has authorized the deduction.

HPGEA agrees to indemnify and hold harmless the City against all claims including costs of suit and reasonable attorney fees and/or other forms of liability arising from the provisions of this article. In such case, the City shall be authorized to select legal counsel of its sole choice in defending its interests in any said litigation.

VIII. USE OF CITY FACILITIES

1. Employee organizations may, with the prior approval of the Municipal Employee Relations Officer (City Manager), be granted the use of City facilities during non-work hours for meetings of unit employees provided space is available, and provided further such meetings are not used for organizational activities or membership drives of unit employees. All such requests shall be in writing and shall state the purpose or purposes of

ARTICLE ONE

the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

2. The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and bulletin boards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

IX. USE OF BULLETIN BOARDS

HPGEA may use portions of City bulletin boards under the following conditions:

- A. All materials must be dated and must identify the organization, which published them.
- B. The actual posting of materials will be done by the HPGEA. In the event that posted materials are, in the opinion of the department head, objectionable or interfere with the proper functioning of the department, the department head may order the material removed provided, however, the department head first discusses such removal order with the Municipal Employee Relations Officer (City Manager).
- C. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to HPGEA materials.
- D. If HPGEA does not abide by these rules, HPGEA will forfeit its right to have material posted on City bulletin boards.

X. ELECTRONIC COMMUNICATIONS

The GEA shall be permitted to use the City's email system to communicate to its unit employees, provided however, the association and its members comply with the City's Information Technology Equipment Policy and other requirements as set forth by the City.

XI. RIGHTS

A. EMPLOYEE RIGHTS

1. Unit employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment.
2. Unit employees also shall have the right to refuse to join or participate in the activities of employee organizations.

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3. No unit employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of the exercise of these rights.

B. MANAGEMENT RIGHTS AND RESPONSIBILITIES

The City reserves, retains and is vested with solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this MOU or by law to manage the City for the citizens of Huntington Park, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of Management shall include, but not be limited to, the following rights:

1. To manage the city generally and to determine policies, procedures, and the right to manage the affairs of the City;
2. To determine the existence or nonexistence of facts, which are the bases of the Management decision;
3. To determine the necessity, organization, and implementation of any service or activity conducted by the City or other governmental jurisdictions, and expand or diminish services;
4. To determine the nature, manner, means, extent, type, quantity, quality and technology, standards, level and extent of services to be provided to the public;
5. To determine methods of financing;
6. To determine quality, quantity and types of equipment or technology to be used;
7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, organizational structure, size and composition of the work force and allocate and assign work by which the City operations and services are to be conducted;
8. To plan, determine and manage City budget which includes changes in the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including the right to contract for or subcontract any work or operation of the City;
9. To assign work to and schedule unit employees in accordance with requirements as determined by the City and to establish and change work hours, schedules and assignments;

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10. To lay off unit employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective, nonproductive, or not cost effective as determined by the City. Notwithstanding this management right, the City agrees that during the term of this Agreement, and up to June 30, 2029, that it shall not contract out for duties performed by employees who are laid off. Furthermore, notwithstanding this management right, the City agrees that during the term of this Agreement, and up to June 30, 2029, to meet and consult with the GEA prior to implementation of any layoffs. Meet and consult means that the City agrees to meet with GEA to discuss alternatives to layoff, but does not include any requirement to bargain to impasse;
11. To establish and modify productivity and performance programs and standards;
12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reduce, reprimand, withhold salary increases and benefits, or otherwise discipline unit employees for cause;
13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reallocate and reclassify unit employees;
14. To hire, transfer, promote, reduce in rank, demote, reallocate, and terminate unit employees and take other personnel action for nondisciplinary reasons in accordance with the MOU and applicable resolutions and Codes of the City;
15. To determine policies, procedures and standards for selection, training and promotion of unit employees;
16. To establish unit employee performance standards, including quality and quantity standards, and to require compliance therewith;
17. To maintain order and efficiency in its facilities and operations;
18. To establish and promulgate and/or modify rules and regulations, policies and procedures related to productivity, efficiency, conduct, safety, health and order in the City and to require compliance therewith;
19. To restrict the activity of an employee organization on City property and on City time except as set forth in the Employer-Employee Relations Resolution; and
20. To take any and all necessary steps and actions to carry out the service requirements and to determine the issues of public policy and the overall

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mission of the City and the mission of the Agency in emergencies or other time deemed necessary by the City not specified above.

C. IMPACT ON MANAGEMENT RIGHTS

1. The City agrees to meet and confer with the HPGEA, except in cases of emergencies defined in the MOU, over the exercise of a Management Right, which has significant impact upon the wages, hours and terms and conditions of employment of unit employees.
2. Notwithstanding the above, if the proposed changes impact "Terms and Conditions of Employment" as defined by State Law, the City shall comply with the meet and confer requirements as otherwise required by law.
3. After meeting and conferring with HPGEA, and if needed, exhausting impasse requirements as set forth in the City's Employer-Employee Relations Resolution 69-76 as amended, nothing shall prevent the City from implementing said Management Rights.

XII. PAID TIME OFF FOR HPGEA REPRESENTATIVES

A. RELEASE TIME

1. Leave of Absence with Pay is authorized for representatives of HPGEA to attend Employee Relations related conferences, meetings, institutes, or similar affairs (in addition to meet and confer sessions with City representatives).
2. Representatives shall be allowed reasonable time off without loss of pay and benefits, in accordance with Government Code Section 3505.3(a)(1), when formally meeting and conferring with City Representatives.
3. Such leave is subject to the prior approval of the Department Head or City Manager.
4. City will allow employees to combine breaks for attendance at a monthly hour-long membership meeting. HPGEA agrees to inform the City in advance of the date of these meetings.

B. LIMITATIONS

HPGEA agrees that any off-duty time shall not constitute hours worked for computation of overtime in the respective work period.

ARTICLE TWO:

SALARIES AND COMPENSATION

I. SALARIES

A. Effective January 1, 2025, employees employed as of the date of MOU adoption will receive a nine percent (9%) base salary increase.

B. Effective July 1, 2025, employees employed as of the date of MOU adoption will receive a four percent (4%) base salary increase.

C. SALARY ADJUSTMENTS – July 2026

Effective the first full pay period following July 1, 2026, employees will receive a three percent (3%) base salary increase.

D. SALARY ADJUSTMENTS – July 2027

Effective the first full pay period following July 1, 2027, employees will receive a four percent (4%) base salary increase.

E. SALARY ADJUSTMENTS – July 2028

Effective the first full pay period following July 1, 2028, employees will receive a four percent (4%) base salary increase.

• CITY WILL UNDERTAKE TOTAL COMPENSATION STUDY

The City will undertake a total compensation study for HPGEA employee positions. No employee shall suffer a reduction in pay as a result of the classification study.

• CITY'S RIGHT TO INCREASE SALARIES – RECLASSIFICATION STUDY

The City shall not be restricted in its ability to increase any of those salaries for unit employees as a result of reclassification study or if a determination is made by the City that it is not possible to recruit effectively or competitively for a classification in the unit. No such salary increases are mandated.

II. FIVE STEP SALARY SCHEDULE

Step 1

- a. Shall be the entry-level step for new unit employees in all classifications unless another step is approved by the City Manager.

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- b. The City Manager may appoint a new employee to the maximum salary for the class if he/she determines that the candidate is exceptionally qualified or there has been difficulty in recruiting.
- c. A unit employee must serve at least six (6) months of satisfactory job performance in Step 1 to be eligible to advance to Step 2.

Step 2

A unit employee should receive this step after the completion of six (6) months of satisfactory job performance in Step 1 in the same classification.

Step 3

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 2 in the same classification.

Step 4

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 3 in the same classification.

Step 5

Should be considered the proper step for a unit employee who has completed one (1) year of service with satisfactory job performance in Step 4 in the same classification.

III. STEP INCREASES – BASED ON MERIT

A. NOT AUTOMATIC

No step increase in salary shall be automatic merely upon completion of a specific period of service.

B. BASED ON MERIT

All increases shall be based on merit as established by record of the employee's job performance with at least a competent job performance rating.

IV. PROBATIONARY PERIOD

A. LENGTH OF PROBATIONARY PERIOD

1. All unit employees, except in instances of demotions and promotions, shall serve a probationary period of twelve (12) full calendar months.
2. The probationary period may be extended by the approval of the unit employee's Department Head and City Manager for the length of time of the total approved leave time taken (paid leave time or protected non-pay leave time) taken during the unit employee's probationary period.

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B. "AT WILL" STATUS

1. During the probationary period, a unit employee serves in an "at will" status and may be dismissed with or without cause and with or without notice.
2. If a promoted unit employee fails their probationary period, they shall return to their former classification held as a permanent employee prior to the promotion, unless they are dismissed from City service in the manner provided in Ordinance No. 1456.

C. PROMOTIONS

Promoted unit employees will serve a six (6) month probationary period.

V. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION

A. REDUCTION OF UNIT SALARY RANGE

In the event the salary range assigned to any classification is reduced, all unit employees within such classification shall be reassigned to a classification in such lower range, which most nearly corresponds to the salary being received by such unit employee at the time such range is reduced.

B. INCREASE OF SALARY RANGE OR CLASSIFICATION

In the event the salary range assigned to any classification is increased, all unit employees within such classification will be reassigned to the step to which such unit employee was assigned immediately prior to such increase.

C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE

1. Any unit employee voluntarily transferred or demoted to a classification where a lower salary range is assigned shall be placed at a salary step within the lower salary range, which is closest to the unit employee salary step immediately prior to such voluntary transfer or demotion.
2. Upon such transfer or demotion, such unit employee shall be entitled to annual increases as authorized for their new classification as a salaried full-time employee.

D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE

1. Any unit employee receiving a promotion to a higher classification to which a higher salary range is assigned shall receive compensation at the step within the assigned range which will result in at least a one-step

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increase in salary over that being received by such employee immediately prior to such promotion, or to the lowest step in the salary range of such higher classification, whichever results in a greater increase.

2. After promotion to a higher classification, or transfer to a classification to which a higher salary range is assigned, such employee will be eligible for a regular step increase in their new classification at the completion of a six (6) month probationary period.

VI. ANNIVERSARY DATE

A. DATE OF INITIAL HIRE

1. For all purposes, except eligibility for salary increases, a unit employee's anniversary date shall be the date of initial hire with the City as a salaried full-time employee.
2. In cases of re-employment, the anniversary date shall be the effective date of re-employment as a salaried full-time employee less the time the unit employee was on approved Leave of Absence.

B. LIMITATIONS

Salary range adjustments for a classification will not set a new salary anniversary date for unit employees serving in that classification.

VII. EQUIVALENT BI-WEEKLY, MONTHLY AND ANNUAL RATE

- A. Equivalent bi-weekly pay rate shall be determined by multiplying the hourly rate by eighty (80) hours.
- B. Equivalent annual pay rate shall be determined by multiplying the hourly rate by two-thousand eighty (2,080) hours.
- C. Equivalent monthly pay rate shall be determined by dividing the annual rate by twelve (12) months.

VIII. FREQUENCY OF PAYCHECK ISSUANCE

Current unit employees shall be paid bi-weekly, once every two (2) weeks by direct deposit.

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IX. PAYROLL WITHHOLDING CHANGES

- A. Unit employees must submit any changes in payroll withholdings at least fourteen (14) calendar days in advance of the implementation of said withholdings.
- B. If a unit employee, due to an emergency, requests to have withholdings to be effective in less than fourteen (14) calendar days, they may appeal to the City's Personnel Officer (City Manager) who may grant or deny employee's request.

X. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

- 1. City agrees to provide a deferred compensation plan for unit employees covered herein pursuant to IRS Code Section 457.

B. PLAN DOCUMENTS AND RULES

Plan documents and participation rules under Section 457 are maintained by and available from the Human Resources Department.

C. CHANGING YOUR CONTRIBUTION

Unit employees may reduce or increase the amount of their bi-weekly deferred compensation contribution at any time with advance written notice on the appropriate form to the Human Resources Department.

D. LIMITATIONS

The City does not warrant that amounts deposited in the deferred compensation plans are "qualified" for tax deferral and is not to be held liable for such tax payments as may be determined assessable.

XI. ACTING PAY

A. ELIGIBILITY

- 1. Any unit employee who is required in writing to, and does act and perform duties included within an unfilled or temporary vacant higher classification and which are broader than the specifications governing such employee's position, shall be eligible for acting pay upon written approval by their department head and the City Manager.
- 2. To be eligible, the unit employee must work in the higher classification a minimum of five (5) consecutive scheduled workdays, including official paid holidays before receiving acting pay.

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3. To be eligible, the unit employee who is a supervisor must work in the higher classification a minimum of seven (7) consecutive scheduled workdays including official paid holidays before receiving acting pay.

B. COMPENSATION

1. A unit employee approved for acting pay:
 - a) Shall be paid the hourly rate for the acting classification which is a minimum of five percent (5%) above the current base salary of the employee's permanent position, or Step "1" of the acting classification whichever is greater; and
 - b) Shall in no instance be entitled to be paid more than Step "5" of the acting classification.
2. During that period of acting service, a unit employee shall be paid at the acting pay rate when off on an official City holiday or sick leave.
3. A unit employee working overtime or called back during an acting assignment shall be paid at the acting pay rate for such time, unless the acting position is an exempt position, then overtime is not applicable.
4. A unit employee receiving acting pay, as set forth above, shall continue to receive the benefits associated with his/her permanent position and not the benefits associated with the acting position.

C. LIMITATIONS

1. Acting pay may not exceed six (6) months.
2. Acting assignments are not provisional appointments.

XII. LONGEVITY PAY

A. PURPOSE

The purpose of Longevity Pay is to recognize unit employees who have served a minimum of fifteen (15) years of full time salaried service time with the City of Huntington Park in a classification represented by the HPGEA.

B. COMPENSATION

Eligible unit employees in their respective classification shall receive the following additional longevity compensation per month.

1. All unit employees with fifteen (15) years (completion of 180 consecutive months of City service) of full-time City service shall receive \$150 per month above their base salary.

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2. All unit employees with twenty (20) years (completion of 239 consecutive months of City service) of full-time City service shall receive \$450 per month above their base salary.
3. All unit employees with twenty-five (25) years (completion of 299 consecutive months of City service) of full-time City service shall receive \$700 per month above their base salary.
4. For purposes of this section, "consecutive months of City service" shall mean completion of consecutive months of uninterrupted employment status with the City as a full-time employee providing service to the City.

XIII. BILINGUAL PROGRAM

A. PURPOSE

1. Unit employees that frequently deal with the public and are in designated classes eligible to serve as a bilingual translator must pass a test given by the City to qualify.
2. The purpose of the Bilingual Program is to provide linguistic assistance for non-English speaking person(s) who represent a large segment of the community.
3. The service is provided through certain selected unit employees who have been certified as proficient in a designated foreign language, which is regularly utilized in providing services to the community.

B. QUALIFICATION

1. The Human Resources Department will conduct the proficiency tests, as needed, in designated language as set forth in "A" above.
2. The Human Resources Department will then certify an eligible list of qualified bilingual translators who work in designated eligible bilingual classifications and are so certified to perform technical bilingual skills including reading, writing, and translation.

C. DESIGNATED ELIGIBLE CLASSIFICATIONS

The following designated classifications shall be eligible, once certified by the Human Resources Department, as set forth in "B" above, to receive bilingual compensation.

DESIGNATED ELIGIBLE CLASSIFICATIONS
Administrative Secretary
Animal Enforcement Officer

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Assistant Planner
Associate Planner
Building Inspector
Business License Enforcement Officer
Code Enforcement Officer
Code Enforcement Supervisor
Community Services Supervisor
Development Project Coordinator
Electrical Supervisor
Finance Assistant I
Finance Assistant II
Housing Community Development Assistant
Journeyman Electrician
Maintenance Worker
Neighborhood Improvement Coordinator
Office Assistant I
Office Assistant II
Parks/Public Works Maintenance Supervisor
Permit Technician
Police Records Clerk
Police Records Coordinator
Property Rehabilitation Specialist
Records/Imaging Clerk
Recreation Coordinator
Recreation Supervisor
Recreation Manager
Recycling Coordinator
Senior Planner
Senior Recreation Supervisor
Storekeeper
Switchboard Operator/Clerk

D. COMPENSATION

Effective January 1, 2019, eligible certified unit employees shall receive compensation in the amount of Two Hundred Twenty-Five (\$225.00) dollars per month above their base salary.

E. COMPENSATION FOR EMPLOYEES CURRENTLY RECEIVING BILINGUAL COMPENSATION

Those employees in classifications receiving bilingual compensation on January 1, 2019 but are not listed as eligible for bilingual compensation, will continue to receive One Hundred Seventy Five (\$175.00) dollars per month above their base salary. Once the incumbent separates from the City, the new employee within a

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classification that is not listed above will no longer be eligible for bilingual compensation.

XIV. NIGHT SHIFT DIFFERENTIAL PAY

A. PURPOSE

The purpose of this provision is to provide compensation to unit employees whose regular scheduled work shift includes at least one and one-half (1.5) hours or more of their scheduled work time between the hours of 7:00 p.m. and 6:00 a.m., herein referred to as Night Shift Differential, as assigned by Management.

B. COMPENSATION

Eligible unit employees shall be paid Night Shift Differential Pay of fifty cents (.50¢) per hour above their base hourly rate of pay for actual time night shift worked which is:

- a) Between the hours of 7:00 p.m. and 6:00 a.m.; and
- b) Is a minimum of one and one-half (1.5) hours or more of their scheduled work time.

C. LIMITATIONS

1. Night shift differential shall not apply to any City operation where unit employees periodically rotate through around the clock work schedules, such as Police Records Clerks.
2. Night shift differential shall not apply to unit employees temporarily scheduled to work between 7:00 p.m. and 6:00 a.m. due to emergencies, absenteeism or similar short-term instances.
3. Overtime worked.
 - a) shall be paid at time and one-half (1.5) of the unit employee's regular hourly rate of pay.
4. Holidays.
 - a) shall be paid at the employee's regular hourly rate of pay.

XV. MINUTE CLERKS

- A. Unit employees who are assigned and required to attend meetings of the City Council or various commissions of the City, as "Minute Clerk" during their normal off duty hours shall be compensated.
- B. Such compensation shall be for a minimum of two (2) hours overtime pay at time and one-half (1.5) their hourly rate of pay.

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XVI. TEMPORARY ASSIGNMENTS

Temporary assignments:

- Are not a separate job classification,
- Do not have civil service status,
- Are not subject to civil service selection procedures, appeals or seniority,
- Do not have any property rights, and
- May be revoked by Management at any time for job related reasons or operational necessity.

ARTICLE THREE

ARTICLE THREE:

WORK PERIODS, SCHEDULES AND OVERTIME

I. WORK PERIODS

A. SEVEN (7) DAY WORK WEEK

The work period for unit employees, for the purposes of the Fair Labor Standards Act (FLSA), shall be fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

B. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES BEGINNING/ENDING

The seven (7) day work period shall begin on Monday at 12:00 a.m. and end on Sunday at 11:59:59 p.m. except as modified by meeting and conferring with GEA.

C. SEVEN (7) DAY WORK PERIOD FOR EMPLOYEES ON THE 9/80 WORK SCHEDULE, BEGINNING/ENDING

The seven (7) day work period shall begin on Friday at 12:00 p.m. and end on Friday at 11:59:59 a.m.

II. WORK SCHEDULES

A. CITY WORK SCHEDULES

City work schedules shall be as herein defined, except as otherwise provided for in this agreement.

1. 5/40 Work Schedule: The 5/40 work schedule shall consist of five consecutive work days consisting of eight (8) consecutive work hours in a seven (7) consecutive calendar day period, exclusive of any meal periods assigned by management.

2. 4/10 Work Schedule: The 4/10 work schedule shall consist of four consecutive work days consisting of ten (10) consecutive work hours in a seven (7) consecutive calendar day period, exclusive of any meal periods assigned by management.

3. 9/80 Work Schedule: The 9/80 work schedule shall consist of an eighty (80) hour two week schedule consisting of eight (8) nine (9) hour days and one eight (8) hour working day in a eighty (80) work hour work period in fourteen (14) consecutive calendar days. This schedule shall be divided into two forty (40)

ARTICLE THREE

work hour work period segments exclusive of any meal periods assigned by management.

4. Police Records Clerks: The 3/13 work schedule for Police Records Clerks shall be three (3) consecutive work days each seven (7) day work period, two (2) of which shall consist of 13.5 consecutive work hours and one (1) of which shall consist of thirteen (13) consecutive work hours, inclusive of meal periods and breaks.

B. CITY HALL - 4/10 WORK SCHEDULE

City Hall employees maintain a 4/10 work schedule (Monday-Thursday Shift) except employees who work 9/80 or other work schedules mutually agreed upon by the parties.

C. PUBLIC WORKS DEPARTMENT – 4/10 OR 9/80 WORK SCHEDULE

The Public Works Department and Parks and Recreation Department employees maintain either a “coordinated” 9/80 or 4/10 work schedule with at least one Friday per pay period off from work. The City maintains the discretionary authority to assign between the 4/10 or 9/80 work schedule and will endeavor to provide advance notice of change to schedules.

III. CHANGING OF WORK SCHEDULES

The City shall meet and confer with the Association when the City is considering other work schedules or the changing of the work schedule when the substantive and significant needs of the City so dictate, such as conformance to operational needs of the department or compliance with the law. The City will make every effort to maintain current work schedules for bargaining unit members.

IV. PUNCTUALITY/TARDINESS

A. POLICY

It is a job requirement for all unit employees to report to work at their required work schedule starting time. Lack of punctuality has a negative impact on the City's work productivity and therefore tardiness shall not be tolerated.

B. NO PAY FOR TARDINESS

Any tardiness time that is seven (7) minutes or more from the unit employee's assigned work starting time shall not be paid and therefore shall be “Docked” for the time so tardy in increments of 15 minutes or more unless this time is approved in advance by the Department Head.

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C. NO USE OF SICK LEAVE TIME BENEFITS

Unit employees who are "Docked" any time for unapproved tardiness may not use any accumulated sick leave benefits to cover tardy unpaid time.

D. DISCIPLINARY ACTION

If any unit employee who is continually tardy, as defined in this section, including one (1) minute or more late for his/her work starting time on a continuous basis, the department head has the right to take appropriate disciplinary action on the tardy unit employee.

V. OVERTIME

A. POLICY

It is policy of the City that overtime work is to be discouraged. All overtime work must be approved in advance by the department head or designee. Whenever the public interest or necessity requires it, any department head may require any unit employee in such department to perform overtime work. Overtime work must be properly reported on the appropriate timesheets.

B. DEFINITION AND ELIGIBILITY

FULL-TIME UNIT EMPLOYEES

Full-time employees who work a minimum of forty (40) hours per seven-day work period, who are required to work in excess of their regularly scheduled forty (40) hour work week, shall be paid overtime at one and one-half (1 ½) times their hourly rate for all hours worked in their work period in excess of forty (40) hours, except as provided below.

C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME

Each workday a unit employee is on an authorized paid leave of absence, e.g., holiday, vacation leave, comp time, except for sick leave, during the scheduled workweek, shall be considered work time by the unit employee for the purpose of establishing eligibility for overtime in the seven (7) day work period.

D. OVERTIME CREDITED IN FIFTEEN MINUTES OR MORE

1. Overtime shall be credited in tenths of time worked of fifteen (15) minutes or more per workday.
2. Time so worked of less than seven (7) minutes of an hour shall be considered incidental and shall not be credited.
3. Time worked in excess of seven (7) minutes shall be rounded up to fifteen (15) minutes for overtime credit.

ARTICLE THREE

E. REGULAR DAY OFF WORKED

Unit employees required to work on a regularly scheduled day off shall receive overtime pay at one and one-half (1.5) times their regular rate of pay for hours actually worked. The hours so worked shall not be credited towards the base hours of a work period for purposes of establishing any basis for overtime or other purposes.

F. REGULAR HOURLY RATE OF COMPENSATION

The regular hourly rate of compensation for employees on a forty (40) hour week work schedule shall be 1/173.33 of the employee's monthly salary. The regular hourly rate of compensation shall be determined in accordance with the requirements set forth in the Fair Labor Standards Act (FLSA).

G. 9/80 WORK SCHEDULE TIME WORKED

Overtime for unit employees on a 9/80 work week schedule is time worked in excess of forty-four (44) paid hours in a 7 day work week period or eighty (80) paid hours worked in a 14 day work period as set forth in this agreement.

H. HOURS WORKED FOR OVERTIME – USE OF HOLIDAYS, VACATION TIME, AND COMPENSATORY TIME

1. For the purpose of computing the number of hours worked as they relate to overtime and seniority, time during which a unit employee is excused from work because of holidays, vacations, and compensatory time off, shall be considered as time worked by the unit employee.
2. Sick Leave taken shall not be credited as work time towards number of hours worked by the unit employee for the purpose of overtime.

VI. WORK TIME/NON-WORK TIME – OUT OF TOWN TRAVEL AND TRAINING TIME

A. ADVANCED APPROVAL

All out-of-town trips and training time, including attendance at lectures, meetings, training programs and similar events, must be approved in advance by the department head.

B. ONE DAY TRAVEL TRIPS

One-Day travel time trips for training programs is not counted as time worked, if a unit employee is traveling to another location, such as the airport and travel time is comparable to the normal commute time. Any meal period while traveling is not time worked.

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C. OVERNIGHT TRIPS

1. On Overnight Trips the unit employee's normal hours of work shall exclude mealtime and sleep time. The City may count as time worked either the time spent driving or the time it would have taken on the public transportation, if the employee is offered public transportation and chooses to travel by automobile.
2. Any trip or training time is not treated as time worked if all of the following criteria are met:
 - a) Attendance is outside the employee's normal working hours;
 - b) Attendance is voluntary;
 - c) The training course is not directly related to the unit employee's job; and
 - d) The unit employee does not perform any significant job related work while in attendance.
3. If a unit employee voluntarily attends a conference, seminar, a school, college, university, or trade school after hours, the time is not considered as time worked even if the City contributes any incidental expenses. A unit employee's voluntary training for another job or training to add new or additional skills is not considered as directly related to the unit employee's job.

VII. BREAK-REST PERIODS WITH PAY FOR UNIT EMPLOYEES

A. BREAK-REST PERIOD DEFINED

Break-rest periods must be earned as any other benefit and are computed at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.

B. BREAK-REST PERIOD SCHEDULING

1. Break-rest periods are scheduled and/or rescheduled by management so as not to impair service and as job requirements dictate.
2. Unit employees may receive, whenever possible:
 - a) Two (2) paid break-rest periods of fifteen (15) minutes each for each scheduled work day actually worked; and
 - b) One (1) paid break-rest period of fifteen (15) minutes for each four (4) consecutive hours of overtime worked.

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C. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION

The duration of a break-rest period shall consist of fifteen (15) minutes of cessation of work and will include time involved in going to and from a rest area unless otherwise authorized by this agreement.

D. LIMITATIONS

1. Break-rest periods are non-cumulative and shall not be added to any mealtime, vacation, or any other form of authorized absence from work.
2. Break-rest periods may not be used at the beginning or the end of a work shift.

VIII. MEAL TIME-UNPAID/NON-WORK TIME

A. MEAL TIME SCHEDULING

1. The schedule for meal times shall be determined by management in consideration of the continuity of services provided to the public and the convenience of the unit employee.
2. All unit employees, shall be entitled to one (1) non-working, unpaid meal time per scheduled work day of eight (8) or more consecutive hours worked, exclusive of overtime worked.

B. MEAL TIME ONE-HALF (½) HOUR DURATION

1. The normal unpaid mealtime shall be one-half (½) hour in duration.
2. In no case will mealtime be permitted to exceed one (1) hour.

C. LIMITATIONS

1. Meal time is non-cumulative and shall not be added to any break-rest time, vacation, or any other form of authorized absence from work.
2. Meal time may not be used at the beginning or the end of a work shift.
3. All mealtime taken is considered non-work time and is unpaid.

IX. CALL BACK PAY (UNSCHEDULED)

A. PURPOSE

1. Call-back work is unscheduled time worked performed by an off-duty unit employee called-back to work after they have completed their regular work schedule and have left the work area or are on their day off.
2. Such assignments or call backs shall include emergency purposes or required attendance at meetings of the City Council, Commissions, Committees or other official bodies as approved by the City Manager.
3. The City shall, when possible, make available to qualified unit employees an equitable distribution of call back pay within their assigned section.

B. COMPENSATION

Unit employees eligible for Call Back Pay as set forth in this section shall receive a minimum guarantee of three (3) hours overtime pay at one and one-half (1.5) times the employee's regular rate of pay. or convert three (3) hours overtime at one and one-half (1.5) times the employee's regular rate of pay to employee's Compensatory Time Bank.

C. LIMITATIONS

1. The three (3) hour minimum shall not apply when a unit employee is called in early before the start of their regular assigned shift and the call back is contiguous with the unit employee regular work shift.
2. Another call back during the original or initial three (3) hour period shall not be treated as a new call back and shall not require a new three (3) hour minimum and all subsequent call backs, shall be for actual hours worked plus reasonable travel time. In this event, the unit employee shall be paid for the actual time worked.

X. STAND-BY ASSIGNMENT PAY

A. PURPOSE

Public Works Department unit employees shall be entitled to receive additional compensation for their services while assigned to standby assignment only under the following circumstances and subject to the following conditions.

1. "Standby Duty" shall mean the assignment by the Department Head of a unit employee during other than his/her regular working hours to be on call and readily available for the performance of emergency work during one (1) or more consecutive "Standby Shifts."

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2. **"Weekday Standby Work Shift"** shall mean any unit employee assigned a Standby work shift for any week days, which is Monday, Tuesday, Wednesday, Thursday, or Friday. Each Standby day is 12:00 a.m. through 11:59 p.m. other than his/her regular assigned working hours.
3. **"Weekend Day Standby Shift"** shall mean any unit employee assigned a standby work shift for weekend days which are Saturday 12:00 a.m. to 11:59 p.m. or Sunday 12:00 a.m. through 11:59 p.m.

B. COMPENSATION

1. Compensation for Standby Shift or portion thereof shall be thirty dollars (\$30.00) per each standby shift or portion thereof.
2. Standby Duty – Holiday. Any unit employee who is assigned to standby duty on a recognized City Holiday shall receive standby pay of forty dollars (\$40.00) per Standby Shift on such holiday, in addition to other standby pay provided for in this section.

C. INFORM DEPARTMENT HEADS

1. Each unit employee assigned to standby duty shall provide a contact phone number to keep their Department Head informed as to their whereabouts at all times during such standby assignment.
2. Notice of each standby assignment shall be promptly given to the Department Head.

D. LIMITATIONS

1. Standby assignments will be limited to those public services, which must have emergency response during off-duty hours.
2. City will compensate unit employees specifically required to be on standby duty under the conditions described below.
 - a) Unit employees must be available and must respond to any call back while so assigned;
 - b) The consumption of alcoholic beverages during an assigned standby period is prohibited, as is any use of illegal drugs or other incapacitating medication;
 - c) Violation of the above shall invalidate the employee's eligibility for standby compensation for that period, in addition to any disciplinary action which is warranted; and
 - d) The City may, in its discretion, provide a cell phone or electronic device or other communication device to an assigned employee, which shall be his/her responsibility during such assignment (loss or damage

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due to negligence will result in employee replacing or paying for the electronic device).

E. NOT ELIGIBLE FOR STANDBY PAY

1. It is agreed that other unit employees may have a responsibility to respond if contacted and ordered to respond under the call back provisions of the MOU, but are not required to standby under the terms of this Agreement.
2. The use of pagers or cell phones or other communication devices is voluntary unless the employee is placed in standby assignment.

XI. ASSIGNMENT OF OVERTIME

Except as otherwise provided for in this Agreement, Management retains the right to determine the assignment of overtime or stand-by to any qualified unit employee by eligibility and seniority.

XII. COMPENSATORY TIME

A. ELIGIBILITY

Unit employees may elect to receive compensatory time in-lieu of overtime payment.

B. ACCUMULATION OF COMPENSATORY TIME BANK

1. Compensatory time will be accumulated on the basis of one-and-one-half (1 ½) hours for each one (1) hour worked in excess of the scheduled workday or workweek.
2. The maximum number of compensatory hours that may be accumulated is forty (40) hours at the straight time hourly rate (26.6 comp time hours x 1.5 = 40 hours), which may be carried until the end of the fiscal year and used as time off, or which shall be paid to the unit employee upon separation from service for any reason.
3. Once the maximum has been accumulated, any additional compensatory overtime accrual submitted through payroll will be automatically paid to the unit employee on the succeeding paycheck.
4. For time earned from July 1 through June 30 of each Fiscal Year, the unused balances of Compensatory Time Bank will be paid during the last pay period in June of the same Fiscal Year to the unit employees at the employee's regular hourly rate of pay in effect at the time of payment and the bank shall be reduced to zero (0).

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C. SCHEDULING AND USE OF COMPENSATORY TIME

1. The scheduling of compensatory time off shall be handled as the scheduling of vacation time off.
2. Accumulated compensatory time may be utilized on an hour for hour basis at the mutual convenience of management and the unit employee.
3. All compensatory time utilized as paid leave by a unit employee shall be debited from the unit employee's compensatory time bank.

D. PAY OUT OF COMPENSATORY TIME UPON TERMINATION FROM SERVICE

In the event of termination from the City for any reason, the unit employee shall be entitled to cash payment of one-hundred percent (100%) of accumulated unused compensatory time if any, at termination paid straight time at the unit employee's regular hourly rate of pay.

XIII. TIME CLOCKS

If unit employees are required to use time clocks, all their time worked should be recorded by the use of time clocks in accordance with established rules. Department heads shall be responsible for instructing their unit employees in the proper use of time clocks.

ARTICLE FOUR:**SUPPLEMENTAL BENEFITS****I. RETIREMENT****A. CalPERS RETIREMENT BENEFITS**

The City agrees to provide retirement benefits to eligible classic employees (as defined below in Section B.) under the California Public Employees' Retirement System (CalPERS) as follows.

Government Code Section	Benefit
20042	<u>One Year Final Compensation:</u> Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months. (Not applicable to 2% @ 62 retirement plan)
7522.32	<u>Three Year Final Compensation:</u> For new PEPRAs, provides that final compensation means the highest average annual pensionable compensation earned by a member during a period of at least 36 consecutive months. Also prohibits a public employer from adopting a final compensation period of less than three years for classic members who are currently subject to a three-year final compensation period.
20055	<u>Prior Service Credit:</u> Unit employees may be eligible to purchase prior service credit.
20124	<u>Military Service Credit as Public Service:</u> Unit employees may elect to purchase up to four (4) years of service credit.
20965	<u>Credit for Unused Sick Leave:</u> Unit employees may be eligible to convert unused sick leave bank hours at time of retirement to additional service time.
21329	<u>Two percent (2%) COLA:</u> Beginning the 2 nd calendar year after the year of retirement, retirement and survivor allowances will be adjusted annually on a compound basis of two percent (2%); the adjustment may not be greater than the change in the CPI.
21354	<u>2% @ 55 for Local Miscellaneous Members:</u> Base retirement plan of two percent (2%) at age 55 for all eligible unit employees. (Employees hired before 12/30/12)
21353	<u>2% @ 60 for Local Miscellaneous Members:</u> Base retirement plan of two percent (2%) at age 60 for all eligible unit CalPERS members hired 12/30/12 or after.
7522.20	<u>2% @ 62 for Local Miscellaneous Members:</u> Base retirement plan of two percent (2%) at age 62 for new CalPERS members hired 1/1/13 or after or had a break in Classic membership of greater than six (6) months.

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21551	Death Benefit Continues: Provides that death benefits paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry.
21574	Fourth Level of 1959 Survivor Benefit: Benefits are paid monthly to certain survivors of a unit employee who dies before retirement.
21620	Retired Death Benefit \$500: Upon the death of a retiree, a one-time lump sum payment of five-hundred dollars (\$500) will be paid to the retiree's designated beneficiary.
21624 and 21626	Post Retirement Survivor Allowance: Provides surviving spouse fifty percent (50%) of the amount of retirement allowance, dependent on option chosen, as it was at time of death of retiree.

B. DEFINITION OF NEW MEMBER AND CLASSIC EMPLOYEES

The City contracts with CalPERS for retirement benefits. As a result of the Public Employees' Pension Reform Act of 2013, new member employees and classic employees receive different benefits. The definitions of "new member" and "classic member" are as follows.

New Member

Government Code section 7522.04(f) defines "new member" as follows:

(f) "New member" means any of the following:

(1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.

(2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.

(3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

Classic Member

CalPERS refers to all members who do not fit the definition of new member as a classic member.

C. ESTABLISHMENT OF THREE-TIER RETIREMENT FORMULA FOR MISCELLANEOUS EMPLOYEES

New Miscellaneous (non-sworn) employees hired on or after December 30, 2012, will be enrolled in the base retirement program 2%@60 for Miscellaneous Members formula. All other retirement benefits outlined in Section A above shall

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remain the same. For purposes of this section, "New Miscellaneous (non-sworn) employees" means a newly hired employee from outside the City.

CALPERS RETIREMENT BENEFITS FOR MISCELLANEOUS (NON-SWORN) "NEW MEMBERS" AS DEFINED BY THE PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)

1. Retirement Formula: Unit members who are defined as "new members" under the PEPRA, are covered by the 2%@ 62 formula provided for by the Public Employees' Retirement Law in Government Code section 7522.20(a).
2. Retirement Benefit Calculation Period: For unit members defined as "new members" under the PEPRA such employees' final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).
3. Payment of Employee/Member Contribution (PEPRA Member): Effective January 1, 2013, "new member" employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount will be determined by CalPERS in the future. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

New members shall be eligible to receive all other retirement benefits outlined in Section A. above, as allowed by CalPERS.

D. EMPLOYEE PORTION OF MISCELLANEOUS (NON-SWORN) OF CALPERS RETIREMENT

All Classic Miscellaneous employees shall continue to pay a total of 7% of employee share of CalPERS.

Effective January 1, 2013, New Members, a new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, or a member who established CalPERS membership prior to January 1, 2013, and who is hired by a different CalPERS employer after January 1, 2013, after a break in service of greater than six months will pay at least 50% of the total normal cost rate.

II. NON-SWORN – PARS “0.5% STACK” EFFECTIVE JULY 1, 2010

A. NEW ADDITIONAL RETIREMENT BENEFIT

1. Effective July 1, 2010, the City was authorized to provide a new additional retirement benefit referred to as “PARS 0.5% Stack Plan” through the Public Agency Retirement Services (PARS).
2. Effective January 1, 2013, new PEPRA guidelines prohibit a public employer from offering the PARS 0.5% Stack Plan to any employee that was not covered by an existing plan prior to January 1, 2013.

B. NON-SWORN UNIT EMPLOYEE PAYMENT SHARE

1. Effective July 1, 2010, all non-sworn unit employees will pay one and one-half percent (1.5%) of their salary to the City to help pay for the increased cost to the City for the “PARS 0.5% Stack Plan”.
2. All new non-sworn unit employees hired on or after July 1, 2010 will pay two percent (2%) of their salary to the City for the first five (5) years of full-time employment with the City to help pay for the increased costs to the City for the “PARS 0.5% Stack Plan”.
3. Upon completion of five (5) years (60 months) of full-time employment with the City, these non-sworn unit employees payment to the City for “PARS 0.5% Stack Plan” will be reduced from two percent (2%) to one and one-half percent (1.5%) of their salary.

C. ELIGIBILITY

1. Effective July 1, 2010, all non-sworn unit employees hired prior to January 1, 2013, who have worked full-time for the City for at least five (5) years shall be eligible to receive “PARS 0.5% Stack” Retirement Benefits upon their retirement from the City of Huntington Park.

D. LIMITATIONS

1. Effective July 1, 2010, all non-sworn unit employees who terminated their employment from the City or who have not worked full-time at least five (5) years with the City before they retire from the City shall not be eligible to receive the “PARS 0.5% Stack” Retirement benefit.
2. Any non-sworn unit employee who terminates their employment with the City “prior” to their retirement shall receive all of their 1.5% salary contribution made for the “PARS 0.5% Stack” benefit plus interest.

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3. Eligible non-sworn unit employee as set forth in this section must retire from the City of Huntington Park to receive the "PARS 0.5% Stack" benefit.

III. HEALTH INSURANCE

A. HEALTH INSURANCE – CalPERS MEDICAL PLANS

The City will provide unit employees, their eligible dependents and retirees and their eligible dependents with medical insurance provided through the California Public Employees' Retirement System under the Medical and Hospital Care Act (PEHMCA).

B. HEALTH INSURANCE – CITY CONTRIBUTION

1. The City shall contribute on behalf of each unit employee an amount equal to 100% of the cost of the employee's insurance plan (e.g., Employee Only, Employee Plus One Dependent, Employee Plus Two or more Dependents) not to exceed the cost of the respective plan of the Kaiser Permanente (HMO)-Los Angeles Region Plan available through PEMHCA.
2. Effective once during each fiscal year, at the time rate changes are implemented by CalPERS, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) equal to the Kaiser Permanente-California L.A. Region plan CalPERS approved HMO plan.

IV. RETIREE HEALTH INSURANCE

A. ELIGIBILITY

A unit employee who subsequently retires from the City of Huntington Park and who qualifies as set forth in the following shall receive the following retiree Health Insurance Benefits upon official retirement from the City of Huntington Park.

B. RETIRED HEALTH INSURANCE BENEFIT

1. All unit employees who officially retire from the City of Huntington Park with at least five (5) years of full-time service with the City of Huntington Park, the City shall pay one-hundred percent (100%) of the maximum level of the City's contribution based on the Basic Kaiser Permanente – L.A. Area Region monthly health premium (i.e. Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for those eligible retired unit employees under the California Public Employee's Medical and Hospital Care Act or other health insurance and

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all other form of health insurance for these retired employees and their dependents.

2. Effective January 1, 2011, for retired unit employees who are eligible for Medicare, the City's contribution shall be solely based upon Kaiser Permanente – L.A. Area Region Supplement/Managed Medicare monthly health premium or the Combination of both Basic (meaning non-Medicare basic medical coverage) and the Kaiser Medicare monthly health premium.
3. The City agrees to defend, indemnify, and hold harmless the HPGEA against all claims and/or other forms of liability arising from provisions of Article Four, Section IV, B-2 of this MOU.
4. These qualifying requirements shall be waived for unit employees who retire from City service on an Industrial Disability Retirement.

C. RETIRED HEALTH INSURANCE BENEFIT FOR EMPLOYEES HIRED AFTER RATIFICATION OF THIS CONTRACT AND ONCE CALPERS CONTRACT IS AMENDED.

All new unit employees hired after ratification of this contract and once CalPERS contract is amended, will not be eligible for retiree medical benefits beyond the minimum allowed by CalPERS.

V. HEALTH INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON-PERSABLE)

Unit employees may elect to discontinue participation in, “opt out,” of the CalPERS Health Plan medical insurance coverage. The intent of this provision is to share premium savings that the City will incur as a result of a unit employee canceling City coverage.

A. EMPLOYEE SPOUSES/DEPENDENTS NOT ELIGIBLE FOR OPT-OUT

1. For these medical plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - a) Individual coverage; or
 - b) One (1) employee may select a plan and list the spouse as a dependent.
2. A unit employee who is covered as the dependent of a City employee in the City plan is eligible for single-party rate “opt-out” compensation.
3. Unit employees may not both insure each other or the same dependents.

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B. PROOF OF COVERAGE/WAIVE CITY LIABILITY

1. Unit employees electing to cancel City health insurance coverage for themselves and all eligible family members must provide proof.
 - a) The unit employee is not receiving Medicare or MediCal
 - b) The unit employee must sign a document stating his/her desire to waive their City medical insurance coverage.
 - c) The unit employee has coverage through another (non-City) benefit plan end year prior to open enrollment (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City's health insurance plan.

C. OPT-OUT CASH VALUE (NON-PERSABLE)

1. Unit employee's electing to opt out will receive the taxable cash (non-PERSable) value of one-half (½) of the monthly medical premium rate for which the unit employee would have qualified had the qualified unit employee not "Opted-Out" payable in two equal amounts and added to the first and the next subsequent paycheck of each month.

VI. DENTAL INSURANCE

A. BENEFITS – DELTA CARE/PMI PLAN

1. Benefits – DeltaCare/PMI Plan. The City shall contribute an amount, equal to the DeltaCare/PMI premiums in an amount not to exceed the cost of coverage for an Employee Plus Two or More Dependents, on a monthly basis towards an employee's choice of dental plans made available and administrated by Delta Dental Plan.
2. Effective once during each fiscal year, at the time rate changes are implemented by Delta Care PMI, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) to equal the corresponding Delta Care PMI monthly premium.

B. LIMITATIONS – DELTA PREFERRED OPTION PLAN

Unit employees who choose the Delta Insurance Delta Preferred Option Plan shall pay the difference in monthly premium between the Delta Care/PMI Plan and Delta Preferred Option Plan.

C. DENTAL INSURANCE BENEFITS – LIMITATIONS

The Dental Insurance coverage shall cease for unit employees upon termination, including retirement, at the end of the month following that after which the unit employee terminates from employment with the City.

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VII. LIFE INSURANCE

A. BENEFIT

1. The City shall pay the full monthly premium for unit employees for Term Life Insurance Group coverage of \$100,000.
2. Said Life Insurance benefit shall include coverage for Accidental Death and Dismemberment (AD&D).

B. LIMITATION

This Life Insurance Plan Coverage shall cease upon the unit employee's termination from employment with the City.

VIII. VISION CARE INSURANCE

A. BENEFIT

1. Effective January 1, 2013, the City shall pay the full monthly premium for the unit employee up to Employee plus Two or more Dependents category for Vision Care Insurance.
2. Effective once during each fiscal year, at the time rate changes are implemented, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for the vision care insurance monthly premium.
3. The vision care insurance coverage shall cease upon the unit employee's termination from employment with the City.

IX. LONG TERM DISABILITY INSURANCE

A. PURPOSE

The City has a Long-Term Disability insurance policy intended to augment the annual sick leave accrual and sick leave bank programs and provide certain income protection for unit employees up to two (2) years.

B. BENEFIT

1. The City shall pay the full monthly premium for the Long-Term Disability Insurance Plan Coverage for unit employees.

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2. Long-Term Disability may be used for either work or non-work related injuries or illness in accordance with City Policy and the insurance company carrier's qualifying rules and regulations.
3. Long-Term Disability Insurance benefits shall be paid to eligible unit employees in accordance with the policies established by the insurance carriers' written policy rules and regulations for qualifying and a thirty (30) calendar day waiting period established by the insurance carrier before benefits can be paid.

C. LIMITATIONS

1. The unit employee must use all of their accumulated annual sick leave and bank hours, and all accumulated sick leave time before being eligible to receive Long-Term Disability benefits.
2. Accumulated sick leave may be used in separate thirty (30) calendar day periods.
3. This Long-Term Disability Insurance Plan shall cease upon the unit employee's termination from employment with the City.

X. CITY RIGHTS – CONTENT AND CONTRACTOR

A. INSURANCE/EMPLOYEE BENEFIT PLANS

The City retains the exclusive right to determine the content and contractors for all insurance plans.

B. MEET AND CONFER WITH HPGEA

The City agrees to meet and confer with the HPGEA over any City proposed change in the benefit levels for any insurance plan.

XI. UNIFORMS PROVIDED

A. POLICY

The City shall, at its expense, provide uniforms required to be worn during regular working hours by unit employees in the labor and trade classes in the Public Works Department.

B. REIMBURSEMENT FOR UNIFORM DAMAGE

1. Any unit employee who is required to wear a City uniform provided by the City in the performance of his or her official duties and who sustains

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damage to such uniform through no fault of the unit employee, shall be entitled to reimbursement for such damage as follows.

- a) Damage to such articles or uniform must occur while the unit employee is performing assigned duties on behalf of the City.
- b) Reimbursement shall be made to cover reasonable replacement costs, as determined by management, taking into consideration the depreciation and life expectancy of the article or uniform.
- c) Payment to the unit employee shall be made only after written approval by the appropriate department head and by the City Manager.

XII. UNIFORM ALLOWANCE

A. PURPOSE

1. The purpose of uniform cleaning and replacement allowance is to provide funds for the future purchase, replacement, and cleaning of uniforms and clothing. Two (2) changes per week shall be provided for each unit employee during regular working schedule.
2. Additionally, the funds are provided to compensate for all time expended in cleaning and maintaining required uniform equipment in proper order.
3. Unit employees, except employees on IOD status, who have been on an unpaid leave of absence for any reason from active services for any time in excess of forty-two (42) calendar days shall have the monthly payment prorated.

B. NEW EMPLOYEES

Unit employees who are required to wear a uniform and are eligible for uniform allowance shall first be issued a City purchase order to obtain the required uniform for their respective classes.

C. UNIFORM ALLOWANCE (Non-PERSable)

Unit employees who have served twelve (12) months with their initial uniform purchased by a City purchase order shall thereafter receive a uniform allowance of Nine-Hundred (\$900) dollars (non-PERSable) paid in two equal installments in the employee's regular/standard paycheck of Four-Hundred and Fifty (\$450) dollars each subsequent July and December of each following calendar year.

D. ELIGIBILITY

Those unit employee classifications eligible to receive uniform allowance as set forth in this section shall be as follows:

- Animal Enforcement Officer
- Business License Enforcement Officer

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- Code Enforcement Officer
- Code Enforcement Supervisor
- Police Records Clerk
- Records Coordinator

XIII. BOOT ALLOWANCE

A. REGULAR OR STEEL-TOE BOOTS ALLOWANCE

Pursuant to the terms set forth below, eligible employees in the designated eligible classifications below are eligible to receive an annual boot allowance to cover the cost of work-required boots, which meet industrial safety standards.

DESIGNATED ELIGIBLE CLASSIFICATIONS
Electrician Supervisor
Equipment Mechanic
Equipment Mechanic Supervisor
Facility Repair Mechanic/Specialist
Journeyman Electrician
Lead Positions in Public Works Department
Maintenance Worker
Maintenance Worker Supervisor
Parks and Tree Supervisor
Public Works Supervisor
Public Works Inspector
Service Mechanic
Storekeeper

B. ALLOWANCE (Non PERSable)

Eligible employees who have worked a minimum of one (1) year, shall receive an annual boot allowance of two-hundred and fifty dollars (\$250) (non-PERSable) in the employee's regular/standard paycheck each July of each calendar year.

XIV. TOOL REIMBURSEMENT

A. PURPOSE

The purpose of the annual tool maintenance reimbursement is to provide a reimbursement allowance for designated eligible unit employees to purchase and replace job-related tools on an as needed basis, to perform their duties.

B. ELIGIBLE DESIGNATED CLASSES

The following unit classifications shall be eligible to receive annual tool allowance:

- Equipment Mechanic
- Equipment Mechanic Supervisor
- Facility Repair Mechanic/Specialist
- Maintenance Electrician
- Maintenance Electrician Supervisor
- Service Mechanic
- Journeymen Electrician
- Senior Journeymen Electrician

C. REIMBURSEMENT (Non PERSable)

All unit employees eligible for tool reimbursement as set forth in Section B above, who have worked a minimum of one (1) year, shall receive Five Hundred dollars (\$500) non-PERSable reimbursement, subject to approval of receipts submitted between July 1 and July 31 of each year.

XV. SAFETY GLASSES

A. REQUIRED TO WEAR SAFETY GLASSES

Unit employees who are required to wear safety glasses and who wear prescription glasses shall be reimbursed for one-half (1/2) of the cost of the glasses which meet industrial safety standards.

XVI. TUITION REIMBURSEMENT PROGRAM

A. PURPOSE

The purpose of the City's Educational Tuition Reimbursement Program is to promote and encourage employees to obtain a college level education up to, and including, a Master's or Doctorate degree. All unit employees may use the tuition reimbursement program each fiscal year, subject to the conditions of the program set forth in this section.

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B. ANNUAL REIMBURSEMENT

1. The maximum amount of the annual reimbursement shall be fifteen hundred (\$1,500) dollars, which shall cover tuition, enrollment fees, required textbooks and other related material; and
2. Participation for reimbursement shall be on a first come, first served basis and subject to a twenty-five thousand dollar (\$25,000) City-wide cap.
3. Following the end of a fiscal year, remaining funds in the \$25,000 account shall be made available to employees who have eligible expenses in excess of the \$1,500 individual limit;4. To the extent that funds remaining in the pool are insufficient to fund all the supplemental applications, participants shall receive equal reimbursements from the remaining funds in the City-wide Tuition Reimbursement Account.

C. REQUIREMENTS

1. All courses must be completed at an accredited college, university, junior college, or other institution, as recommended by the Department Head and approved by the City Manager;
2. To be eligible for reimbursement, unit employees must receive a grade of "C" or better (or "Pass" if the course is given on a "Pass/Fail" basis);
3. Classes must be taken while a unit employee is off-duty and not during employee's scheduled work hours; and
4. Approval for reimbursement must be obtained from the City Manager prior to the beginning of the class and payment for reimbursement shall be made only after the certified transcript of grades and receipts for payment of tuition fees and other expenses are received by the City.

XVII. CLASS B LICENSE TRAINING REIMBURSEMENT

The City shall administer and pay reimbursement of Class B license training for eligible employees, subject to supervisor consideration and approval. Time spent during the training is not compensable work time.

XVIII. FITNESS FACILITY

The City shall provide unit employees in the GEA with access to the City's Recreation Center for the use of the facilities at no cost to the unit employee. Any fees or expenses for class registration or special events will be the responsibility of the unit employee.

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XIX. COFFEE SUPPLIES

The coffee and related supplies that are provided for the City Council and the various City Commissions shall also be made available for use by City employees.

**ARTICLE FIVE:
LEAVE POLICIES**

I. HOLIDAYS

A. ANNUAL HOLIDAY LEAVE

1. Regular full-time employees shall be compensated one hundred twenty (120) hours of Holiday Leave per fiscal year.
2. For each authorized official paid holiday, the employee will be compensated at their base salary rate not to exceed ten (10) holiday hours for each authorized holiday during each fiscal year.

B. OFFICIAL PAID HOLIDAYS FOR UNIT EMPLOYEES

1. The official paid recognized holidays granted to unit employees is as follows:
 1. New Year's Day (January 1)
 2. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
 3. President's Day (3rd Monday in February)
 4. Cesar Chavez Birthday (March 31)
 5. Memorial Day (4th Monday in May)
 6. Independence Day (4th of July)
 7. Labor Day (1st Monday in September)
 8. Veteran's Day (November 11)
 9. Thanksgiving Day (4th Thursday in November)
 10. Day after Thanksgiving
 11. Christmas Eve (December 24)
 12. Christmas Day (December 25)
13. The City Manager or City Council has the right to designate any day or part of a day as a Holiday.

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C. USE OF HOLIDAY LEAVE

Unit employees may take his/her unused Holiday Leave Time as approved by the Department Head with due regard to the service needs of the City and the needs of the unit employee.

D. UNUSED HOLIDAY LEAVE

Unit employees' unused Holiday Leave Time shall be lost if not taken prior to the last day of each fiscal year (July-June) and shall not be converted to any form of compensation, except as covered in Section G below.

E. OFFICIAL HOLIDAYS OCCURRING ON FRIDAY OR SATURDAY

Holidays that fall on Saturday or Sunday shall be observed on Friday or Monday, respectively.

F. OFFICIAL HOLIDAYS OCCURRING ON SCHEDULED DAY OFF

When any official Holiday occurs on a unit employee's regular scheduled day off, the holiday time for that day shall not be deducted from the unit employee's Holiday Leave Bank and those hours shall become "Floating Holiday" time to be taken off at the approval of the Department Head prior to the last day of that fiscal year (June 30).

G. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY

1. When a unit employee is required to work on an official holiday, all hours worked shall be paid at the unit employee's regular hourly rate, with the exception of New Year's Day, 4th of July, Thanksgiving Day and Christmas Day, which will be paid at one and one-half (1.5) times the employee's regular rate of pay; and
2. No Holiday Leave Time shall be deducted from their annual Holiday Leave Bank. The City shall pay out the amount of unused Holiday Leave Time during the first pay period in July if an employee who was required to work on an official holiday is not able to use the Holiday Leave Time before the last day of the fiscal year (July-June).

H. HOLIDAYS OCCURRING DURING VACATION PERIOD

Any official holiday time occurring within a unit employee's vacation period shall be charged as Holiday Leave Time in lieu of Vacation.

I. HOLIDAYS AND SICK LEAVE USE

If a unit employee is on Annual Sick Leave or taking Sick Leave Bank Leave on the last working day before the holiday or the day immediately after any official

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holiday, those holiday leave hours [eight (8) for unit employees on 5/8 work schedule, nine (9) for unit employees on the 9/80 work schedule, and ten (10) for unit employees on the 4/10 work schedule] for that holiday shall be forfeited and deducted from their annual Holiday Leave Bank.

J. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY LEAVE UPON TERMINATION

1. Any unit employee terminating employment from the City, either voluntarily or involuntarily, shall have any eligible accrued Holiday Leave Time hours cashed out at the employee's current hourly rate of pay.
2. Eligible holiday hours shall mean those holidays in the fiscal year, which have already been earned by the terminating unit employee. (Earned meaning they were employed by City when certain eligible Holidays occurred.)
3. In the case of any unit employee whose employment with the City is terminated by death, such payment shall be made to the estate, spouse or beneficiaries entitled to, or in the case of doubt, to the beneficiary of records for public retirement, upon approval by the City Attorney.

K. DECEMBER 31- NEW YEAR'S EVE

1. If approved by the City Manager, each unit employee, except those unit employees determined by the City Manager and Department Heads to provide services for the necessary functions of the department which he/she is employed, shall be permitted to be absent for duty one-half (1/2) of the work shift on December 31 (New Year's Eve) or the last working day prior to December 31.
2. Should a unit employee be on approved leave with pay (holiday leave, vacation leave, or compensatory time, but not sick leave) on December 31 and it is a regularly assigned work day for them, they shall be charged leave time for one-half (1/2) of their work shift for said day.

II. VACATION LEAVE

A. VACATION LEAVE ACCRUAL

1. All unit employees are eligible to earn vacation leave time.
2. Unit employees shall accrue vacation leave time on the fifteenth (15) day of each month.3. Unit employees shall be entitled to utilize their accumulated vacation leave with pay upon completion of six (6) months of continuous employment with the City and approval by their department head.

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B. VACATION LEAVE EARNED

1. Vacation time shall be earned and accrued on the following basis:

YEARS/MONTH EMPLOYED	VACATION EARNED Per month	VACATION EARNED Per Year	*TWICE MAXIMUM VACATION EARNED
0-4 yrs (0-48 months)	9.33 hours per month	112 hours per year	224 Hours
5-9 yrs (49-108 months)	12.66 hours per month	152 hours per year	304 Hours
10 yrs + (109 months + thereafter)	16.66 hours per month	200 hours per year (see B.3 below)	400 Hours

2. Vacation Leave Time is earned on continuous service time with the City and is prorated on a monthly basis.
3. *After a unit employee accrues twice their annual Vacation Leave Time accrual, said unit employee ceases to accrue Vacation Leave. The affected unit employee will only begin accruing Vacation Leave again after their Vacation Leave balance is less than twice the annual Vacation Leave accrual.

C. APPROVAL OF VACATION LEAVE REQUESTS

The Department Head shall approve unit employee Vacation Leave request with due regard to the service needs of the City and the personal need of the unit employee.

D. NO VACATION TAKEN PRIOR TO ACCRUED

1. Unit employees may take only Vacation Leave as they have accumulated at the time the vacation begins.
2. Vacation Leave shall only be approved if the unit employee has accumulated Vacation Leave Time.

E. LIMITATIONS ON VACATION LEAVE

1. Vacation is charged on the basis of the actual hours the unit employee is on vacation leave to the nearest one-quarter (0.25) hour.
2. Unit employees do not accrue vacation leave while on leave in excess of thirty (30) calendar days.

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3. A unit employee who is sick during their vacation leave may charge the period of illness and/or injury to sick leave, if available. Verification may be required from a physician.

F. PAYMENT ON TERMINATION, LAYOFF, OR DEATH

1. Terminated or laid off unit employees will be paid a lump sum of all accrued Vacation Leave Time upon termination at their current hourly rate of pay. Upon death, all accrued vacation leave will be paid to the employee's beneficiary, after approval by the City Attorney.
2. At termination of employment, the City shall be reimbursed by the unit employee for any vacation leave taken in excess of their accumulated Vacation Leave Time.
3. Unit employees who are re-employed do not receive service credit for vacation accrual.

G. VACATION CASH-OUT IN LIEU OF GRANTING VACATION

The City Manager may grant Vacation Leave Cash-Out in lieu of allowing unit employee request to take earned Vacation Leave in case of any circumstance or conditions where in the judgement of the City Manager justifies such action or the denial will cause the affected unit employee to exceed their vacation cap.

III. SICK LEAVE

A. PURPOSE OF SICK LEAVE

1. Sick Leave is not a right, which a unit employee may use at his or her discretion. Sick leave is leave from duty necessitated by illness or injury to the unit employee or illness or injury of a member of the unit employee's immediate family requiring the unit employee's attendance, and medical appointment to the extent that such appointment cannot be scheduled outside the work day.
2. For the purposes of this section, immediate family means employee's spouse or domestic partner, child, stepchild, father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchild, or other individual residing in the same household whose relationship to the unit employee is that of a dependent.
3. The maximum amount of accrued sick leave that can be used by a unit employee for their immediate family shall be forty-eight (48) hours per fiscal year.

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4. All sick leave requires approval by Department Head or designee and such request will not be unreasonably denied.

B. SICK LEAVE ACCRUAL RATE

1. Each eligible unit employee shall accrue Sick Leave at the rate of eight (8) hours for each month, or major fraction thereof, of continuous City service.
2. The maximum annual Sick Leave accrual shall be ninety-six (96) hours for each year of continuous City service.
3. There is no maximum limit on the amount of total Sick Leave bank a unit employee may accumulate with the City.
4. A unit employee shall not accrue sick leave during absences from duty in excess of thirty (30) calendar days by reason of illness, disability or injury on duty, except where such credit is mandated by law.

C. FIFTY PERCENT (50%) CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE

1. In the last pay period of each fiscal year, one-half (50%) of an employee's unused, accrued sick leave from that fiscal year (48 hours maximum), shall be cashed out by the City at the unit employee's regular rate of pay in effect on June 30th.
2. Employees shall be paid the cash out in November each year.
3. The remaining one-half (50%) of a unit employee's unused, accrued Sick Leave from the fiscal year (not to exceed forty-eight (48) hours) shall be added to the unit employees Sick Leave Bank.
4. With the exception of the annual cash out of one-half (50%) of a unit employee's unused, accrued sick leave from that fiscal year, there is no other cash out of accrued sick leave.
5. There shall be no limit upon the number of hours of accrued sick leave bank an employee can accumulate.
6. If a unit employee terminates employment or is laid off from the City before receiving his or her annual cash-out of one-half (50%) the employee's unused, accrued sick leave from that fiscal year, the employee shall receive such payment prorated to the time of termination.

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D. USE OF SICK LEAVE

1. In order to receive compensation while absent on sick leave, an employee (or someone on the unit employee's behalf) shall notify the department head or immediate supervisor within thirty (30) minutes after the beginning of the unit employee's daily duties.
2. The first day of sick leave shall not commence until such notice is given, except in cases of emergency or when provision of such notice is not reasonably possible.
3. In order to be compensated with sick leave for three (3) or more consecutive working days, the unit employee shall be required to submit upon return to work, a physician's verification of illness or injury.
4. A unit employee may use accrued sick leave for the actual number of hours of the regular work period that the unit employee is absent due to illness or injury.

E. ABUSE OF SICK LEAVE

1. A unit employee shall be subject to disciplinary action for abuse of sick leave, which is defined as a unit employee's use of sick leave when the unit employee is not sick, not required to care for a member of the employee's immediate family or not attending a doctor's appointment.
2. If a unit employee calls in sick in violation of the City's rules and regulations, a deduction shall be made from the unit employee's earned vacation credits, holiday bank, and/or compensatory time bank.

F. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS

1. A unit employee who is absent due to illness or injury and who does not have any form of accrued leave on the books, shall be required to furnish a physician's statement giving the reason for the absence and a further statement indicating that the unit employee is fit to return with or without limitations.

G. EXCESSIVE USE OR ABUSE OF SICK LEAVE

1. A unit employee shall be subject to disciplinary action for excessive use or abuse of sick leave. Abuse of such leave is a claim of entitlement of sick leave when the unit employee does not meet the requirements of sick leave as set forth in this MOU, Civil Service Rules and Regulations, or Personnel or Department Rules.

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2. Any unit employee using ten (10) or more Sick Leave days in a calendar year and no physician statement was provided to verify said Sick Leave Time, such instances shall be considered abuse of sick leave.
3. Sick Leave taken for Personal Leave, California Family Sick Leave, or any sick leave permitted by law shall not be included as abuse of Sick Leave.
4. If any Annual Sick Time accrual or Sick Leave Bank accrual is taken in violation of the City's Rules and Regulations, a deduction of said Sick Leave time taken shall be made from the unit employee's earned vacation leave, holiday bank, and/or compensatory time bank.

H. SICK LEAVE BANK

A unit employee's Sick Leave Bank is limited to use for situations of catastrophic leave as approved by the City. Sick Leave Bank hours cannot be used to supplement regular sick leave or a lack of sick leave hours. Catastrophic leave shall be defined as a catastrophic illness of an employee, that is any non-occupational illness, injury, or physical or mental condition of such serious nature as to require long-term absence from work. Chronic illnesses or injuries which result in intermittent absences from work may be considered catastrophic; however, eligibility for catastrophic leave under these circumstances is determined on a case-by-case basis.

IV. PERSONAL BUSINESS LEAVE

A. SICK LEAVE WITH PAY-UP TO TWO (2) WORKING DAYS PER CALENDAR YEAR

Up to two (2) working days per calendar year of Sick Leave Time Accrual with pay may be used by each unit employee for personal business days as part of the unit employee's accrual.

B. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE

1. In order to be compensated while absent on Personal Business Leave, the unit employee must notify his/her department head or designee at least twenty-four (24) hours in advance, provided that such notice shall not be required in an emergency situation.
2. However, in the case of an emergency, the unit employee shall notify his/her department head or immediate supervisor within thirty (30) minutes after the beginning of his/her shift.
3. All Personal Business Leave requires the department head's or designee's approval.

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C. LIMITATIONS

1. Personal Business Leave shall be charged to the unit employee in even two (2) hour Sick Leave increments or more.
2. Personal Business Leave shall be deducted from the unit employee's annual sick leave accrual.
3. Any unused sick leave, including Personal Business Leave shall be compensated in accordance with the City's Annual accumulated unused sick leave cash out program.
4. Personal Business Leave shall not be used for vacation or any other leave, except as specified in this section.

V. WORK RELATED DISABILITY

A. POLICY

1. If an industrial injury causes temporary disability to a unit employee, payment shall be made on the fourth (4th) day after the injured unit employee leaves work as a result of the injury, provided that in cases where the injury causes disability of more than fourteen (14) calendar days or necessitates hospitalization, the disability payment shall be made from the first (1st) day the injured unit employee leaves work or is hospitalized as a result of the injury.
2. The City shall pay up to thirty (30) calendar days of the eligible unit employee's full salary (regular rate of pay).
3. The City may continue to provide a light-duty assignment, when available, and when a treating physician's release for such an assignment is obtained.

B. USE OF SICK LEAVE

Beginning with the thirty-first (31st) calendar day of such disability, the unit employee may use all accumulated leave time benefits (Sick Leave, Compensatory Time Off, Holiday, Vacation, etc.) with any Workers' Compensation Temporary Disability or Permanent Disability payments to augment their full salary.

VI. SICK LEAVE WITHOUT PAY

A. POLICY

Whenever an unit employee must take sick leave, but does not have any annual sick time accrual or sick time accrual bank credit accumulated for such sick leave, because he or she has not yet earned any credit for such sick leave or has exhausted such credits through the use of sick accrual or long term disability accrual, such unit employee shall be allowed a sick leave, without pay, upon approval by the City Manager.

B. LIMITATIONS

1. Use of Sick Leave, in combination with annual sick leave accrual or sick leave bank accrual, shall not extend beyond one year. Unit employees shall retain all rights and privileges granted unit employees on a regular sick leave, except for compensation and except that they shall not accumulate holidays, vacations or annual sick day accrual or sick leave bank accrual while on unpaid leave.
2. Such unit employee shall return to the same step and range assigned prior to the sick leave without pay status.

VII. TEMPORARY MODIFIED WORK

A. ELIGIBILITY

Any unit employee who is temporarily incapable of performing his/her normal assigned duties because of an illness or injury may request assignment or be required by his/her department supervisor to participate in the temporary modified work program.

B. LIMITATIONS

Participation in the program is limited to unit employee who shall not:

1. Have an industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
2. Have a non-industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
3. Be in a Vocational Rehabilitation Plan approved by the City.

C. APPLICATION AND ACCEPTANCE

Application for the Temporary Modified Work shall be in writing by the unit employee when consideration is requested for the work program and by written direction when the department head requiring the employee to participate. The department head shall make a determination of admission to the program based upon such factors as:

1. The attending physician's release to a temporary modified work program;
2. Availability of City-wide work stations suitable to accommodate the employee's specific limitations; and
3. The employee's ability to perform satisfactorily in a selected temporary assignment.

D. OUTSIDE EMPLOYMENT

During convalescence and/or modified work assignment, it shall be expressly forbidden for the employee to engage in any outside employment that would interfere with their convalescence.

E. FINAL DECISION

The department head shall make the final decision based upon stated criteria and the affected unit employee shall be notified in writing.

VIII. BEREAVEMENT LEAVE

A. POLICY

The City's bereavement policy is provided for in the case of death within the immediate family of a unit employee. Such unit employee shall be entitled to be absent from duty with pay at the unit employee's regular rate of pay in order to attend the funeral or memorial services or related bereavement purposes for their immediate family. Said bereavement leave shall not exceed three (3) working days and will not be charged to a employee's sick day accrual or sick leave bank, vacation bank or any other employee time bank.

B. IMMEDIATE FAMILY

For the purpose of this section, immediate family means father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife, child, stepchild, grandfather, grandmother, or grandchild, legal domestic partner, or other individual whose relationship to the employee is that of a legal dependent.

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C. VERIFICATION

1. The City may require verification of the death of the immediate family member.
2. Verification may include any printed records or notice of death (e.g., newspaper obituary notice, mortuary leaflet, etc.)

IX. JURY DUTY

A. POLICY

1. A unit employee summoned to active jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay for the entire day for up to eighty (80) hours in a calendar year.
2. However, the unit employee must remit to the City within fifteen (15) days after receipt, all fees received for said Jury Duty, except those specifically allowed for mileage and expense.
3. Jury service required on a unit employee's off duty day is not compensable by the City, and the unit employee may retain jury compensation for such days.
4. Jury time shall not be considered work time and does not count toward hours worked for the calculation of overtime.
5. Unit employees shall be responsible for providing proof of jury service upon his/her return to work.

X. MILITARY LEAVE

A. POLICY

The provisions of the Military and Veterans Code of the State of California, as amended along with applicable Federal and Municipal Law and City policies shall govern military leave of City employees.

B. COMPENSATION

Except as set forth in this section, all unit employees entitled to military leave shall receive full pay and benefits up to a maximum of thirty (30) calendar days per fiscal year of active duty, but the City shall have the opportunity, within the limits of military regulations, to determine when such leave shall be taken.

C. EXTENDED BENEFITS – WAR ON TERRORISM

1. The City Council has authorized for unit employees in the military service assigned to the war on terrorism, shall receive extended military leave benefits and receive additional pay on the thirty-first (31st) calendar day of active military duty through one-hundred and twenty (120) calendar days.
2. The eligible unit employee must remit proof to the City of their military pay received between the thirty-first (31st) calendar day of active military duty through the one-hundred and twentieth (120) calendar day in order to receive the extended salary, as set forth in this section.

XI. MILITARY FAMILY LEAVE

A. POLICY

The Federal Family Medical Leave Act, as amended, provides for Military Family Leave as set forth in this section.

B. NEW QUALIFYING REASON FOR LEAVE

Eligible unit employees are entitled to up to twelve (12) weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the unit employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

C. NEW UNPAID LEAVE ENTITLEMENT

An eligible unit employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of unpaid leave in a single twelve (12) month period to care for the service member.

XII. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)

A. PURPOSE

1. This section does not purport to provide all the provisions of law, but summarizes the general intent at the time this MOU was adopted.
2. Specific details of the State and Federal laws relating to FMLA and CFRA are available in the Human Resources Department.

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3. Unit employees and department heads must contact the Human Resources Department to verify current provisions and requirements.
4. Failure to do so could result in a misunderstanding of rights and obligations and could cause loss of leave benefits or loss of insurance coverage.

B. ELIGIBILITY FOR FMLA AND CFRA

1. Pursuant to State and Federal laws, employees shall be eligible for Family and Medical Leave of absence (FMLA) for:
 - The birth of a child of the employee;
 - Disability due to pregnancy – FMLA only;
 - The placement of a child with an employee in connection with the adoption or foster care of that employee;
 - The care of the employee's child with a serious health condition;
 - The care of a spouse or parent with a serious health condition; or
 - The employee's own serious health condition.
2. Such leave rights apply to all employees with twelve (12) months or more service with the City prior to the leave request who have worked a minimum of one-thousand two-hundred fifty (1,250) hours in the preceding twelve (12) months.

C. EMPLOYEE RIGHTS UNDER FMLA

1. The maximum amount of leave shall be twelve (12) weeks in a twelve (12) month period.
2. The twelve (12) month period is rolling, and is measured backward from the date leave is used and continuous with each additional leave day taken.
3. Leave may be taken as days off, intermittent or modified work schedules.
4. The unit employee is guaranteed a return to his/her position at the end of approved leave.
5. During the twelve (12) week FMLA period, the City shall maintain the employee's medical, dental, and life insurance.

D. APPROVAL PROCESS FOR FMLA

1. Unit employees must give thirty (30) days advance written notice on a form provided by the City of the need for such leave, unless the absence cannot be anticipated. In such cases, the unit employee must give notice as soon as possible but in any event no later than five (5) working days from learning of the need for FMLA leave.
2. Verification by the attending physician or health care provider will be required for absences relating to the unit employee's or family member's serious health condition.
3. The Human Resources Department shall determine if the leave qualifies under the Family and Medical leave laws and may determine the commencement date.

E. PRIVACY UNDER FMLA

For privacy reasons, the City may not require specific medical diagnosis of a family member's health condition, but such information may be provided for the unit employee's own illness or condition with the health care provider's certification of the need for the leave.

F. USE OF ACCRUALS WHILE ON FMLA

1. The unit employee shall be required to use sick leave for any FMLA illness or medical-related absence, and may use vacation or other accrued leaves if sick leave has been exhausted.
2. FMLA shall run concurrently with Pregnancy Disability Leave.

G. EXPIRATION OF FMLA

Upon expiration of FMLA, if the unit employee remains on leave, he/she shall be responsible for maintaining his/her insurance benefits, either by use of sufficient accrued paid leave or by payment of the required premiums.

XIII. PREGNANCY DISABILITY LEAVE (PDL)

- A. Pregnancy Disability Leave of up to four (4) months, with or without pay, shall be provided to unit employees covered herein pursuant to the Fair Employment Housing Act (FEHA).
- B. Such leave shall be granted for disability of the unit employee determined by a physician, for the duration of such disability, provided however, that the cumulative unpaid leave for disability and non-disability reasons shall not exceed one (1) year.

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- C. Pregnancy Disability Leave without pay shall not be granted until all accrued sick leave bank time has been exhausted.
- D. Unit employees may voluntarily use accrued vacation or other paid leave before commencing unpaid leave.

XIV. VOTING LEAVE

- A. Unit employees shall be permitted to leave to vote as required by California Elections Code Section 14350-14352, as amended, if the unit employee cannot otherwise get to the polling place during non-working hours.
- B. Up to two (2) hours of leave with pay may be provided at the beginning or end of the normal work shift, whichever permits the opportunity to vote with minimal interruption of work responsibilities.
- C. Unit employees shall be required to give a minimum of a three (3) day notice of the need for leave, obtain advance approval, and submit proof of voting.
- D. Any unit employee who does not utilize this voting leave privilege shall not thereby become eligible for any overtime compensation for any time taken to vote.

XV. SCHOOL ACTIVITY LEAVE

A. POLICY

- 1. Pursuant to California Labor Code Sections 230.7 and 230.8, as amended, unit employees who are parents of school-age children shall be allowed School Activity Leave from their jobs, with or without pay, as may be necessary to participate in school activities such as parent-teacher conferences, disciplinary matters, school programs and related events with their children.
- 2. Such leave is limited to forty (40) hours per school year, at a maximum of eight (8) hours per month.
- 3. This limit shall not apply when a unit employee is required to appear in the school of his/her child pursuant to a request from the school administration pertaining to disciplinary action.

B. LIMITATIONS/RIGHTS

- 1. Unit employees must give reasonable advance notice to the employer to permit work coverage, and may be required to provide documentation

ARTICLE FIVE

from the school that the unit employee participated in the activity on the specific date and time.

2. Leave properly requested in advance shall not be denied.
3. Unit employees may take accrued leave with pay (vacation, compensatory time, or floating holiday) for School Activity Leave purposes.

XVI. LEAVE OF ABSENCE WITHOUT PAY

A. POLICY

1. Upon written request, the City Manager may, in his/her discretion and upon recommendation of the department head, grant a leave of absence without pay to any unit employee who has been employed by the City regularly for one (1) year or more.
2. Any such unit employee, with the approval of the City Manager and recommendation of the department head, may return prior to the time fixed for the expiration of such leave Of absence without pay.

B. LIMITATIONS

In no event shall the City Manager grant a leave of absence contrary to Civil Service Rules and Regulations.

XVII. ABSENCE WITHOUT PAY

A. POLICY

Failure of a unit employee to report for duty on a normal working day or shift without notice to his/her department head of the reason for such absence within thirty (30) minutes after the time designated as the beginning of the work day shall constitute absence without approval and without pay.

B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION

1. A unit employee absent without authorization for three (3) or more consecutive work days and who fails to contact his/her department head to provide justification for the absence , shall be considered to have abandoned his/her position and resigned from City employment as of the third (3rd) day of absence.
- 2.. The unit employee shall be notified by their department head that the City considers him/her to be absent without leave, and that, under this section, a termination of employment will be processed.

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3. Such notification shall be made pursuant to the procedures for notification of intent to discipline as provided in the Civil Service Rules & Regulations.
4. Any reinstatement under this provision will follow the City's Civil Service Rules.

XVIII. EMPLOYEE DEATH – ACCUMULATED ELIGIBLE LEAVE TIME BENEFITS PAID TO SPOUSE OR ESTATE

In the event a unit employee's services are terminated as a result of death, the payment of eligible accumulated unused vacation leave, sick leave and compensatory time off, if any, shall be made to the employee's spouse or estate. If there is a question of doubt as to the appropriate person(s) entitled thereto, the beneficiary of record for the California Public Employees' Retirement System shall be determining, with the approval of the City Attorney.

ARTICLE SIX:

WORKING CONDITIONS

I. AMERICANS WITH DISABILITIES ACT (ADA)

A. ACCOMODATIONS

1. The HPGEA recognizes that the City may be required to make accommodations in order to carry out its obligations under the Americans With Disabilities Act (ADA).
2. Some of these accommodations may require actions, which are contrary to the language or intent of existing provisions of this agreement.
3. In such cases, the parties agree that such accommodations shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA.

B. ADA COMPLIANCE

1. The HPGEA recognizes that circumstances surrounding ADA compliance in individual cases may involve matters, which are personal and require the utmost confidentiality.
2. Specifics of an individual case may not be divulged by the City or HPGEA.

C. ACTIONS TAKEN NOT GRIEVABLE

Actions taken by the City under Section I, shall not be subject to the grievance procedure.

II. NOTICE OF LAYOFFS

Unit employees subject to layoff, in accordance with the established layoff procedures of the Civil Service Rules & Regulations, shall be provided fourteen (14) days advance notice prior to the layoff being effective.

III. WORK PERFORMANCE

Every unit employee shall do an honest day of work commensurate with their skill, ability and training. Unit employees who are not meeting these standards, as determined by management will be subject to disciplinary action. All disciplinary action will be subject to grievance procedures as outlined in the City's Civil Service Rules and Regulations.

IV. RESIGNATION

A unit employee wishing to leave the City in good standing shall file with the appropriate department head, a written notice stating the effective date and reasons for leaving at least two (2) weeks in advance of his or her resignation. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Human Resources Department. Failure to give notice may be the cause for denying future employment by the City.

V. EMPLOYEE INCARCERATED – UNABLE TO REPORT TO WORK

A. NON-PAY STATUS

Should a unit employee become incarcerated and held in any jail custody and not be able to come to work to perform his/her job assigned work schedule and duties shall be placed on unpaid – unable to report to work status until they return to work as assigned.

B. USE OF ACCUMULATED LEAVE

Unit employees who are incarcerated and unable to report to their work may use their accumulated, if any, Vacation, Holiday or Compensatory Time for any of the unpaid work time due to their incarceration.

C. NO USE OF SICK LEAVE

No unit employee may use any of their accumulated sick time to cover any unpaid time due to their incarceration.

VI. CITY DRESS CODE

A. RIGHT TO SET DRESS CODE

The City reserves the right to establish and regulate a Work Place Dress Code for all unit employees.

B. MEET AND REVIEW NEW DRESS CODE

The City agrees to meet first with HPGEA to review Dress Code. After meeting with HPGEA nothing shall prevent City from implementing and enforcing said City Dress Code providing however, the City shall be responsible for employee costs associated with mandated changes in required uniforms.

C. POLICE DEPARTMENT UNIT EMPLOYEES

Unit employees assigned to work in the Police Department shall abide by the Police Personnel appearance and grooming standards as set forth by Police management.

VII. CITY ADMINISTRATIVE POLICIES

A. POLICIES

The City has a number of city Administrative Policies covering a wide range of subjects, which address important City and work related issues. These policies are in full force and effect and they may or may not be addressed specifically in this MOU.

B. SUBJECTS

Those Administrative Policies, which currently are being utilized by the City, include but are not limited to:

- Donation of Leave Time Program
- Nepotism Policy
- Travel & Expense Reimbursement Policy
- Smoking Regulations at City Facilities
- Prohibiting Discrimination or Harassment of City Employees
- Disability Discrimination Policy and Complaint Procedure
- Outside Employment Policy
- Information Technology Equipment Policy
- Mobile Communications Device Policy
- AQMD Trip Incentive Program (City Hall/PD only)
- Alcohol and Drug Testing Requirements for Commercial Class A or B Motor Vehicle Drivers (applicable to Public Works Department only)

C. ADDITIONAL ADMINISTRATIVE POLICIES

Additional City Administrative Policies may be implemented in the future as set forth in the Management Rights Clause in Article One, Section XII.

ARTICLE SEVEN:

GRIEVANCE PROCEDURE

I. PURPOSE

In accordance with the Civil Service Rules, the purpose of the grievance procedure is to provide adequate opportunity for City employees to bring forth their views and concerns relating to any alleged unfair or improper aspect of their employment situations and to seek corrective action.

II. SCOPE AND LIMITATIONS

The grievance procedures as set forth in the following shall apply to all employee grievances, except where other methods have been specifically prescribed in the Civil Service Rules or in this MOU.

III. PROCEDURE

A. 1ST STEP INFORMAL – VERBAL

In any instance of grievance, the employee or employees concerned, shall first verbally make efforts to resolve such grievance with their immediate supervisor.

B. 2ND STEP – FORMAL WRITTEN

- a. In the event such verbal efforts with their immediate supervisor are not productive to a mutually satisfactory resolution, the aggrieved employee or employees may present their complaint in writing.
- b. Said complaint shall set forth all the issues involved, and it shall be free from any charges or language not germane to the real issue involved.
- c. The written grievance complaint shall be signed by the employee or employees and shall be submitted to the employee's immediate supervisor. The supervisor shall promptly forward the written grievance to the Department Head.
- d. The Department Head will make such investigation of the facts and issues as he/she deems necessary and will reach a conclusion at the earliest date consistent with the nature of the investigation and with the conduct of the department's business.

ARTICLE SEVEN

- e. Upon reaching such conclusion, but in no event later than five (5) working days following his/her receipt of the grievance statement, the Department Head shall reply to the grievance in writing, stating the department head's findings and decision on the issue(s) involved.
- f. A copy of such written reply shall be transmitted to the employee by the Department Head.

C. 3rd STEP – APPEAL TO PERSONNEL OFFICER (CITY MANAGER)

- a. If the employee wishes to appeal the grievance further, he/she shall within two (2) working days of the receipt of the Department Head's written reply, so notify the Department Head of his/her request to appeal their grievance to the City's Personnel Officer.
- b. The Department Head shall then notify the Personnel Officer of such appeal and shall submit the original written grievance complaint together with the written decision of the Department Head to the Personnel Officer.
- c. The Personnel Officer shall then promptly arrange a grievance meeting with the aggrieved employee, the Department Head, and him or herself. At such meeting(s), discussion shall be limited to the issues raised in the grievance complaint and an earnest effort shall be made to arrive at a satisfactory resolution of the issue(s).
- d. A record of notes shall be made of the substance of the issues and conclusions of the meeting, as the Personnel Officer deems necessary.
- e. The conclusions and finding of the grievance meeting shall be reduced to writing and will be provided to the grieved party and Department Head and shall be final, except in cases as set forth in Section 4 below.

D. APPEAL TO THE CIVIL SERVICE COMMISSION

Only in such cases, which involve the alleged violation of the Civil Service Rules, the Classifications in the Salary Resolution or City's Personnel Rules, including: (1) job classification, (2) conduct, scoring or recording of examinations, (3) employee performance evaluation for permanent employees, (4) dismissals, suspension or demotions, subject to the special rules thereon, (5) reduction in salary not provided for by resolution of the City Council, (6) re-employment rights, and (7) layoff action (subject to the special rules thereon), the employee may within two (2) working days after receiving the notice of the Personnel

ARTICLE SEVEN

Officer's decision, submit written notification to the Personnel Officer requesting the submission of the grievance issue to the Civil Service Commission, stating specifically the paragraphs and subparagraphs of the Civil Service Rules and the City's Personnel Rules which he/she alleges are being violated.

E. CIVIL SERVICE COMMISSION REVIEW

- a. The Personnel Officer shall then submit said written request, together with copies of all pertinent forms, documents, and materials, to the Civil Service Commission and the Commission shall review all such evidence and information as it relates to the specific grievance alleged by the employee.
- b. The Commission may then, at its discretion, make such investigations and hold such hearing as it requires and shall make its findings and decision on said grievance as set forth in the Civil Service Rules.

ARTICLE EIGHT

ARTICLE EIGHT:

GENERAL PROVISIONS

I. TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall be effective July 1, 2024 and together with all the terms, conditions and effect thereof, shall expire as of midnight on June 30, 2029.

II. EMERGENCY WAIVER

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by the City, the non-economic provisions of this Memorandum of Understanding, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergencies. After the emergency is over, the Huntington Park General Employees' Association (HPGEA) shall have the right to meet with the City regarding the impact on unit employees of this suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Memorandum of Understanding be found to be illegal, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the City and the HPGEA agree to replace such illegal, unenforceable article, section, subsection, subdivision, sentence, clause, phrase, or provision, with another of equivalent value, if any.

IV. CIVIL SERVICE RULES AND REGULATIONS/CITY POLICY

- A. Reference is made in this MOU to certain Civil Service Rules and Regulations, Personnel Rules and Regulations, and City's Policy statements. Nothing in this MOU shall preclude the City from amending the Civil Service Rules and Regulations, Personnel Rules and Regulations, and City policies, as needed.
- B. The parties agree that all conditions of employment, as they pertain to unit employees covered by this MOU, subject to meet and confer provided for by the City's Civil Service Rules and Regulations.

Personnel Rules and Regulations, Ordinances, Resolutions or any Policy Statements in effect prior to the date of this MOU, unless specifically provided for to the contrary in this MOU, shall remain in force and effect during the term of this MOU. Any conflicts with the City's Civil Service Rules and



ARTICLE SEVEN

Regulations, Personnel Rules and Regulations, and City Policy Statements, shall be considered to have been superseded by this MOU.

V. FULL AGREEMENT AND IMPLEMENTATION

A. FULL AGREEMENT – WAIVER OF MEET AND CONFER

1. This MOU contains all of the covenants, stipulations, and provisions, agreed upon by the parties.
2. Therefore, during the term of this agreement, except as provided herein, all other compensation and benefits not modified in this agreement, shall remain in full force and effect.
3. For the purpose of the MOU, neither party shall be compelled to meet with the other concerning any issues, whether specifically discussed prior to the execution of this MOU or which may have been omitted in the meet and confer process leading up to the execution of the MOU, except as provided for in this MOU or by mutual agreement of the parties.
4. Each party acknowledges that they had the full and unlimited opportunity to meet and confer over any issue it either did raise or could have raised and hereby waives the right to meet and confer further during the term of this MOU, except as specifically provided for in this MOU or required by law.

VI. CONTINUED PERFORMANCE OF CITY SERVICES AND OPERATIONS

A. NO STRIKES/JOB ACTION

HPGEA hereby agrees that during the term of this MOU, the unit employees of the City, as set forth in this MOU and officers and/or agents of the recognized unit employee organization, shall not engage in, encourage, sanction, support, authorize, or suggest any work stoppages, picketing, job actions, strikes, walkouts, boycotts, slowdowns, mass resignations, or any other intentional interferences with the work of the City, except as permitted by law.

B. ASSOCIATION RESPONSIBILITY

In the event that HPGEA, its officers, agents, representatives or employees engage in any of the conduct listed above, HPGEA shall immediately instruct, in writing, any persons engaging in such activity that their conduct is in violation of the MOU and unlawful, and that they must cease engaging in such conduct and return to work.

ARTICLE EIGHT

C. CITY RIGHTS

If such action is not taken by the HPGEA, the City may suspend any and all of the rights and privileges accorded the HPGEA under any ordinance, resolutions, or rules and regulations of the City or any MOU with the City, including but not limited to the suspension of recognition of such unit employee organization and the use of the City's bulletin boards and facilities.

VII. JOINT LABOR MANAGEMENT WORK GROUP

There shall be a Labor/Management Work Group comprised of five (5) bargaining unit employees and three (3) representatives designated to represent the Employer. The term of each member of the Labor Work Group is one year. The method of selection of membership shall be determined by each party. The Work Group shall meet quarterly during work hours.

The agenda, areas of concern, and operating structure for the Work Group shall be determined by the Work Group. However, the Work Group shall not discuss grievances, individual personnel decisions, modifications to the Agreement, or other items historically negotiated between the Employer and the Union.

The Work Group shall function in an advisory capacity to the organization. The Work Group's purpose shall be to foster improved communication between the Employer and its employees and discuss matters of mutual concern to the Employer and its employees.

The meetings shall be attended only by Work Group members, unless the Work Group members mutually agree otherwise. This provision shall not be construed as limiting the Employer's rights to seek or obtain input on matters in other ways.

ARTICLE EIGHT

VIII. ONE CITY AGREEMENT

If, after the date of ratification and adoption of this agreement through the end/expiration date of the agreement, any other recognized bargaining unit employed by the City shall receive salary increases more favorable than included in this MOU, HPGEA bargaining unit members shall receive the higher amounts. This provision does not apply to existing stipends, allowances, longevity bonuses, other benefits or increases to those benefits, strictly to salary increases.

The value of a salary increase is defined by any combination of the following:

- A. City payment of all or a portion of the employee portion of the PERS contribution or EPMC;
- B. Additional salary steps added to the existing salary schedule;
- C. Retention or increase of COLA In Lieu Leave days/hours;
- D. Cost of Living Adjustments (COLA increases).

The parties agree that within 90 days of the end/expiration date of the agreement, should a party provide written notification to the other party of its desire to commence the meet and confer process on a successor MOU, the parties will set an initial meet and confer meeting date within 30 days of the date of the written notification or at another mutually agreeable other date.

ARTICLE NINE:

RATIFICATION

I. RATIFICATION

A. ACKNOWLEDGEMENT

The City and the HPGEA acknowledge that this Memorandum of Understanding shall not be in force and effect until ratified by simple majority vote of unit employees who are in classifications represented by HPGEA set forth in this agreement and adopted by the City Council of the City of Huntington Park.

B. MUTUAL RECOMMENDATION

This agreement constitutes a mutual recommendation of this new MOU by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted and implemented accepting its provisions and effecting the changes enumerated herein relating to wages, hours, benefits and other terms and conditions of employment for unit employees represented by the HPGEA.

C. RATIFIED – PENDING CITY COUNCIL APPROVAL

Subject to the foregoing, this Memorandum of Understanding is hereby ratified and agreed to be recommended for approval to the City Council by the authorized representatives of the City of Huntington Park and the Huntington Park General Employees' Association, entered into thi

II. TERM

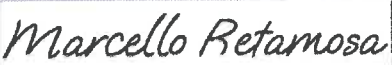

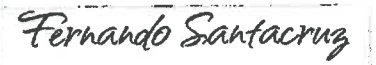


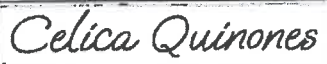
This agreement shall be effective beginning July 1, 2024 and shall expire at 11:59 p.m. on June 30, 2029.

ARTICLE TEN

ARTICLE TEN:

IMPLEMENTATION

IMPLEMENTATION

PARTIES TO THE AGREEMENT	
Huntington Park General Employees' Association	City of Huntington Park California
 <small>box SIGN 1R9788LR-1V5J78RW</small> Marcello Retamosa, President Huntington Park General Employees' Association	 Ricardo Reyes, City Manager
 <small>box SIGN 4KP6552W-1V5J78RW</small> Fernando Santacruz Huntington Park General Employees' Association	
 <small>box SIGN 17PW5528-1V5J78RW</small> Salvador Ortega Huntington Park General Employees' Association	
 <small>box SIGN 19KP55ZY-1V5J78RW</small> Maria Valencia Huntington Park General Employees' Association	
 <small>box SIGN 1J3YLLQ5-1V5J78RW</small> Celica Quinones Huntington Park General Employees' Association	

ARTICLE ELEVEN

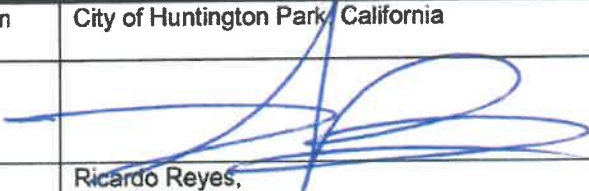
ARTICLE ELEVEN:

EXECUTION OF NEW AGREEMENT

EXECUTION OF NEW AGREEMENT

This MOU has been approved by a vote of the City Council of the City of Huntington Park. Following its execution by the parties hereto, the City Council shall implement its terms and conditions by appropriate lawful action.

In witness whereof, the parties hereto have caused this agreement to be executed this 14th day of October, 2025.

PARTIES TO THE AGREEMENT	
Huntington Park General Employees' Association	City of Huntington Park, California
<i>Marcello Retamosa</i> box SIGN 1R9Z88LR-1V5J78RW	
Marcello Retamosa, President Huntington Park General Employees' Association	Ricardo Reyes, City Manager
<i>Fernando Santacruz</i> box SIGN 4KP6552W-1V5J78RW	
Fernando Santacruz Huntington Park General Employees' Association	
<i>Salvador Ortega</i> box SIGN 17PW5528-1V5J78RW	
Salvador Ortega Huntington Park General Employees' Association	
<i>Maria Valencia</i> box SIGN 19KP55ZV-1V5J78RW	
Maria Valencia Huntington Park General Employees' Association	
<i>Celica Quinones</i> box SIGN 1J3YLLQ5-1V5J78RW	
Celica Quinones Huntington Park General Employees' Association	

**CITY OF HUNTINGTON PARK
GENERAL EMPLOYEES' ASSOCIATION
UNIT CLASSIFICATIONS**

Accountant
Accounting Technician
Administrative Secretary
Animal Enforcement Officer
Assistant Planner
Associate Planner
Budget Analyst
Building Inspector
Business License Enforcement Officer
Code Enforcement Officer
Code Enforcement Supervisor
Community Services Supervisor
Development Project Coordinator
Equipment Mechanic
Equipment Mechanic Supervisor (Equipment Mechanic Leader)
Facility Repair Specialist (Facility Repair Mechanic)
Finance Assistant I (Account Clerk I/Cashier)
Finance Assistant II (Account Clerk II)
Finance Technician
Housing Community Development Assistant
Journeyman Electrician
Maintenance Electrician Supervisor (Maintenance Electrician Leader)
Maintenance Worker
Neighborhood Improvement Coordinator
Office Assistant (Clerk-Typist)
Office Assistant II
Parks/Public Works Maintenance Supervisor
Permit Technician
Police Records Clerk
Police Records Coordinator
Property Rehabilitation Specialist
Records/Imaging Clerk
Recreation Supervisor
Recreation Manager (until January 1, 2026, after which no longer in GEA)
Recreation Coordinator
Recycling Coordinator
Secretary
Senior Accountant
Senior Planner
Senior Recreation Supervisor
Service Mechanic

Staff Analyst - Field Services
Staff Analyst - Police Department
Storekeeper
Switchboard Operator/Clerk