MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ALHAMBRA
AND
THE ALHAMBRA MANAGEMENT EMPLOYEES’ ASSOCIATION

We the undersigned, duly appointed representatives of the City of Alhambra ("City") and of the Alhambra Management Employees Association ("Association" or "AMEA"), a recognized employee organization, having met and conferred in good faith in accordance with the Meyers- Milias-Brown Act, California Government Code Section 3500 et seq. and having agreed on certain recommendations to be submitted to the City Council of the City of Alhambra, jointly prepare and execute the following written Memorandum of Understanding ("MOU" or "Agreement").

ARTICLE 1: GENERAL PROVISIONS

Section 1. Term of MOU

The term of this MOU shall commence on December 9, 2021 and shall expire at midnight on June 30, 2024. The terms of this MOU shall be effective upon the adoption of this MOU by the Alhambra City Council, except as otherwise provided by specific sections of this MOU.

Section 2. Recognition

The City confirms its recognition of the Association as the recognized employee organization pursuant to the City’s Employer-Employee Relations Resolution Resolution No. R80-32 for the following full-time classifications:

- Police Administrative Manager (formerly Administrative Finance Manager)
- Assistant City Clerk
- Administrative Specialist
- Code Enforcement Supervisor
- Customer Service Supervisor
- Deputy Fire Marshal
- Economic Development Specialist (formerly Project Manager)
- Environmental Compliance Specialist - NPDES
- Environmental Compliance Specialist-Water Quality
- Field Service Supervisor
- Fleet Manager
- Management Analyst – Public Works Department
- Marketing and Communications Specialist
- Parks Supervisor
- Parks Superintendent
- Principal Planner
- Public Works Superintendent
- Records Manager
- Revenue Supervisor
- Signal and Lighting Foreman
- Traffic Engineering Supervisor
- Traffic Painting Foreman
- Utilities Landscape Maintenance Specialist (formerly Landscape Supervisor/Foreman)
- Wastewater Supervisor
As used in this MOU, the term "Association member(s)" means City employees in the positions included in the bargaining unit represented by the Association as described in this Section 2.

Section 3. **Mutual Recommendation**

This Memorandum of Understanding constitutes a mutual recommendation by the parties to the City Council. It is expressly intended that the duties, responsibilities, and functions of the City in the operation of its departments shall in no manner be impaired, subordinated, or negated by any provision of this agreement.

Section 4. **Management Rights**

A. **Retention of Rights.** The Association recognizes that the City has, and will continue to retain in all respects, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its public services and its work force performing those services.

B. **Exclusive Rights.** The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies; to set standards and levels of service to be offered to the public, and through its management officials, to exercise control and discretion over its organization and operations; to establish and enforce administrative regulations and work rules in addition to and not inconsistent with the specific provisions of this MOU; to direct its employees; to take disciplinary action; to lay-off its employees; to determine the procedures and standards of selection for employment and promotions; to determine whether goods or services shall be purchased or contracted for; to determine the methods, means and personnel by which the City's services are to be provided, purchased or contracted including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the City and the public. The City retains its rights to assign and place volunteers in accordance with City policy.

To the extent required by law, the City agrees to meet and confer on the impact of the exercise of any such rights upon represented employees prior to implementation.

Section 5. **City Council Approval**

It is the mutual understanding of the parties that this Agreement will become effective upon approval by the City Council of the City of Alhambra.

Section 6. **Non-Precedence**

The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**ARTICLE 2: COMPENSATION**

Section 1. **Salaries**

A. **Salary Schedules.** Base rate of pay for Association members shall be the amounts reflected in Appendix "B". The salary schedules shall reflect the following changes:
1. Effective December 9, 2021, Association members shall receive a two percent (2%) base salary increase.

2. Effective the first pay period of July 2022, that includes July 1, 2022, all Association members shall receive a two percent (2%) base salary increase.

3. Effective the first pay period of July 2023, that includes July 1, 2023, all Association members shall receive a two percent (2%) base salary increase.

Section 2. One-Time Payment of American Rescue Plan Act of 2021 (ARPA) Funds – Premium Pay

The City recognizes that as essential workers, members of the Association continued to diligently work through the COVID-19 pandemic. ARPA provides federal relief funds to local government agencies for certain uses related to COVID recovery and response. As of this date, the US Department of Treasury ("Treasury") has published an Interim Final Rule ("Interim Rule"), which includes a provision for Premium Pay per 31 CFR Part 35, Section 9901. The Interim Final Rule states Premium Pay can be provided to employees who performed or are performing essential work during the COVID-19 pandemic; however, Premium Pay is also subject to certain restrictions.

The City agrees to provide a Premium Pay benefit with American Rescue Plan Act (ARPA) funding to all current Association members upon ratification pursuant to this paragraph. The Treasury intends to publish Final Guidance regarding eligible uses of ARPA funds. After publication of the Final Guidance, the City agrees to make a one-time, lump-sum payment to members of the Association in the amount of seven percent (7%) of the employees' annual base rate pay, so long as the Final Guidance confirms the City's use of Premium Pay as an eligible use of ARPA funds. If Final Guidance is issued before December 15, 2021, distribution of these payments shall take place on a special payroll run on that date. Otherwise, the payments will be distributed on a special payroll as soon as practical after the Final Guidance has been published. The City and AMEA agrees the one-time payment of Premium Pay funds under ARPA to Association members shall not be pensionable.

Section 3. Work Schedules

A. Standard Work Schedules. Association members may be assigned to a standard work schedule consisting of a 4/10, 5/40 or 9/80 work schedule.

B. 4/10 Work Schedule. Association members assigned to a 4/10 work schedule work a 10-hour shift, inclusive of an unpaid 30-minute meal period, on four calendar days within a workweek.

C. Modifications to Work Schedules. At the direction of the Department Head, in consultation with the Human Resources Director, some Association members may be required to work a different schedule due to the requirements of their job classifications or department responsibilities. Any such variation to the work schedule must be memorialized in writing.

Section 4. Temporary Upgrade Pay ("Acting Pay")

A. Eligibility. Full-time, non-probationary Association members who are required to work in an upgraded position or classification of limited duration ("acting assignment") are eligible for temporary upgrade pay ("acting pay").
B. Terms.

1. Acting assignments must be made in writing by the Department Head, with approval by the City Manager. The City's Human Resources Department will prepare a Personnel Action Form documenting the assignment change upon approval by the City Manager.

2. The work assigned must be that of a budgeted position and performed in the absence of the regular incumbent.

3. The work assumed by the Association member on the acting assignment must be substantially the same as performed by the regular incumbent.

4. At least 100 percent of the Association member's time must be spent in the performance of duties appropriate to the upgraded position or classification. Credit shall not be given for any temporary acting capacity work which is referenced in a class specification as being appropriate to the Association member's regular position.

5. Unless otherwise permitted by the City's Municipal Code and/or Personnel Rules, an acting assignment shall not be made for less than 30 consecutive calendar days nor exceed a period of 6 months.

6. Association members who request temporary placement in a higher position for training purposes or are participating in a training program involving work in an acting capacity shall be ineligible for acting pay.

C. Amount. An Association member serving an acting assignment for a minimum of 30 consecutive calendar days shall receive acting pay in the amount of a salary increase that is the higher of 5% of his/her base salary or the first step of the salary range applicable to the position being filled, paid retroactive to the first day of the acting assignment. An Association member who is serving an acting assignment for less than 30 consecutive calendar days shall not receive acting pay.

D. CalPERS Reporting. The parties agree that to the extent permitted by law, the value of the compensation for Temporary Upgrade Pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(3) - Premium Pay. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said Temporary Upgrade Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 5. Bilingual Pay

A. Eligibility. Full-time, permanent Association members who are certified as bilingual by the City in accordance with these provisions, who are routinely and consistently assigned to provide bilingual services in positions requiring communication skills in languages other than English, are eligible to receive bilingual pay.

B. Certification.

1. The City will offer certification for bilingual pay for only the following languages: Spanish, Mandarin, Cantonese, Vietnamese, Korean, and Tagalog. No other languages are eligible for certification.

2. The certification process will be administered through a bilingual examination conducted by
the Los Angeles Unified School District (LAUSD). Association members wishing to be certified as bilingual must make a request to the City's Human Resources Department. Upon such request, the Human Resources Department will schedule a telephone and/or in-person bilingual examination with a LAUSD representative and the Association member. The Human Resources Department will administer requested bilingual examinations as soon as practicable, but on no less than an annual basis.

3. The bilingual examination will be scored by LAUSD on a pass/fail basis. Examination scores are final and non-appealable. Association members who fail the examination, or who fail to appear for a scheduled examination, may not take another bilingual examination in the same language for a minimum of three (3) months following the failed or missed examination. Association members who pass the examination will be certified as bilingual by the City. Association members who are certified as bilingual by the City are not required to be re-tested. New employees will be notified of the bilingual pay program during orientation.

C. Amount. An eligible Association member certified as bilingual by the City and who provides bilingual services as required shall be paid $100.00 per month, in addition to his/her base rate of pay, beginning on the first pay period after certification. Association members certified by the City as bilingual shall continue to receive bilingual payment following a change in job classification to another full-time position at the City.

D. CalPERS Reporting. The parties agree that to the extent permitted by law, the value of the compensation for bilingual pay is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) - Special Assignment Pay. Bilingual pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said bilingual pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

Section 6. Department of Transportation (DOT) Pay

Association members who currently receive Department of Transportation pay will continue to receive this benefit.

ARTICLE 3: LEAVES OF ABSENCE

Section 1. Sick Leave

A. Initial Appointment. Upon appointment to a position with the City, an Association member must complete three (3) months of active service before they can use any accrued sick leave hours.

B. Accrual. A Full-time Association shall accrue sick leave at a rate of 3.69 hours per a pay period. Full-time Association members hired on or after July 1, 1994 shall not accrue sick leave in excess of 180 days (1,440 hours). Full-time Association members hired prior to July 1, 1994 are not subject to a cap on the accrual of sick leave.

C. Monetary Compensation In Lieu of Sick Leave. In the last payroll period of the calendar year, an Association member who is full-time and who has, on such date, accumulated an amount greater than 800 hours of sick leave credit may elect, at his or her option, to take monetary compensation in an amount not to exceed a maximum of 96 hours minus sick leave used in the
calendar year. However, if an Association member does not utilize sick leave during a calendar year, he or she may take up to eight (8) hours of sick leave and still receive the maximum of 96 hours by forfeiting the entire 8-hour personal day granted to an Association member who did not utilize sick leave in a calendar year.

1. An Association member may not cash out sick leave credit in an amount that will reduce his or her sick leave credit balance to less than 800 hours. To the extent monetary compensation for sick leave is paid, additional sick leave credlshall not accrue

2. For purposes of computation of monetary compensation hereunder, all sick leave used in any calendar year shall be charged against sick leave credit accrued for that calendar year.

3. There shall be deducted from such Association member's accumulated sick leave credit the number of days of sick leave for which compensation is paid.

D. Sick Leave Payout - Retirement After 15 Years of Service. Full-time Association members who were hired prior to July 1, 1994 and who separate from the City due to service retirement or disability retirement following 15 years or more of continuous full-time service with the City, shall be eligible for monetary compensation for a portion of accrued, unused sick leave subject to the following terms and conditions:

1. The sick leave payout shall be one percent (1%) of the Association member's unused sick leave at the time of retirement, rounded down to the nearest whole day, up to a maximum of 100 days, multiplied by the Association member's completed years of service at the City, up to a maximum of 25 years, multiplied by the Association member's daily rate of pay (based on an 8-hour day).

2. In addition to the above payout, eligible Association members who have accrued a minimum of 800 hours of unused sick leave at the time of retirement shall be granted an additional 3 days (24 hours) of sick leave to be paid out.

Example A:
Association member retires with 700 hours of sick leave and 30 years of service at $20/hour rate of pay. 700 hours of sick leave equals 87.5 days of sick leave, rounded down to 87 days for purposes of sick leave payout.

Sick leave payout is then calculated as follows:
(1% of 87 days) X (25 years) X ($160 daily rate) = $3480

Example B:
Association member retires with 830 hours of sick leave and 20.5 years of service at $20/hour rate of pay. 830 hours of sick leave equals 103.75 days of sick leave, capped at a maximum of 100 days for purposes of sick leave payout.

Sick leave payout is then calculated as follows:
(1% of 100 days) X (25 years) X ($160 daily rate) => $3200
+ (3 additional days) X ($160 daily rate) => $480
Total sick leave payout = $3680

3. Monetary compensation for sick leave shall be payable only once to any Association member even if he or she should later be reemployed by the City.
4. Association members hired after July 1, 1994 shall not be eligible for any monetary compensation for unused sick leave upon separation from the City.

E. CalPERS Sick Leave Conversion. City is contracted with CalPERS to add the Sick Leave Conversion Benefit for Association members. Upon retirement, Association members are eligible to convert any unused sick leave accrued during normal course of employment to service credit.

Section 2. Personal Leave

A. Full-time Association members who have not utilized any sick leave within one full calendar year shall earn eight (8) hours of personal leave.

B. Earned personal leave shall be credited to the Association member by no later than the second pay period in February of the following calendar year.

C. Personal leave may not be accrued in excess of 40 hours.

D. Association members shall be permitted to use personal leave within a reasonable period after making the request subject to the approval of the Department Head.

E. Unused personal leave may be carried over from year to year, not to exceed 40 hours.

F. Upon separation from employment, unused personal leave shall not be paid out to the Association member.

Section 3. Overtime and Compensatory Time Off

A. The following Association members may, subject to the consent of the Department Head, qualify for overtime pay or can elect to receive compensatory time off in lieu of additional compensation:

Administrative Specialist (formerly Assistant to Fire Chief)
Assistant City Clerk
Deputy Fire Marshal
Economic Development Specialist (formerly Project Manager)
Marketing and Communications Specialist
Utilities Landscape Maintenance Specialists

B. Compensatory time off, like additional compensation, is earned at one and one half for each hour worked in excess of 40 hours in a workweek by an eligible Association member.

C. Association members who request to use compensatory time off shall be permitted to use it within a reasonable period after making the request if the requested use does not unduly disrupt the operations of the City as determined by the Department Head.

D. Upon separation from employment, unused compensatory time off shall be paid out to the Association member.

Section 4. Administrative Leave

In May 2021, the City conducted and completed a Fair Labor Standards Act (FLSA) Study of all
classifications within the Association. As a result of the completed study, the City shall be implementing the following FLSA Status changes:

A. Change in Exempt/Non-Exempt Status Based on FLSA Study

1. Change from Non-Exempt to Exempt Status. The positions listed below were found to be Exempt, therefore beginning January 1, 2022, the classifications shall no longer be eligible for overtime pay and shall be provided with 60 hours of administrative leave each calendar year.
   - Code Enforcement Supervisor
   - Parks Supervisor

2. Change from Exempt to Non-Exempt Status. The six (6) classifications listed below were found to be Non-Exempt under FLSA; therefore, the change in payroll status from exempt to non-exempt became effective August 5, 2021:
   - Administrative Specialist (Reclassification & Title Change from Assistant to Fire Chief)
   - Assistant City Clerk
   - Deputy Fire Marshal
   - Economic Development Specialist (Reclassification & Title Change from Project Manager)
   - Marketing and Communications Specialist
   - Utilities Landscape Maintenance Specialist (Reclassification & Title Change from Landscape Supervisor)

Since the six classifications above under Section 4.A.2 are now Non-Exempt employees, the employees no longer qualify for Administrative Leave hours effective January 1, 2022. Employees in the six Non-Exempt classifications listed above will be allowed to continue use of their current remaining balance of Administrative Leave until December 31, 2021.

The City and AMEA have agreed to the implementation of a tiered system for the allotment of Administrative Leave hours for qualifying exempt AMEA classifications. The chart listed as Appendix A of this MOU shall show the FLSA status and allotment of administrative leave hours for each classification according to the agreed upon tiered system.

B. Tiered System for Allotment of Annual Administrative Leave Hours for Exempt Classifications

1. Tier 1: Existing AMEA members within the following exempt classifications and/or existing AMEA members promoted into the following exempt classifications shall be eligible to receive an allotted amount of annual administrative leave hours, as dictated below:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fleet Manager</td>
<td>88</td>
</tr>
<tr>
<td>Management Analyst – Public Works</td>
<td>80</td>
</tr>
<tr>
<td>Parks Superintendent</td>
<td>104</td>
</tr>
<tr>
<td>Police Administrative Manager</td>
<td>88</td>
</tr>
<tr>
<td>(formerly Administrative Finance Manager)</td>
<td></td>
</tr>
<tr>
<td>Principal Planner</td>
<td>104</td>
</tr>
<tr>
<td>Public Works Superintendent</td>
<td>104</td>
</tr>
<tr>
<td>Records Manager</td>
<td>88</td>
</tr>
</tbody>
</table>

For all new members of AMEA, hired into any of the above listed exempt classifications after December 9, 2021 – the annual allotment of administrative leave hours shall be 80 hours.
2. **Tier 2**: Existing AMEA members within the following exempt classifications and/or existing AMEA members promoted into the following exempt classifications shall be eligible to receive an allotted amount of annual administrative leave hours, as dictated below:

- Code Enforcement Supervisor: 60 hours
- Customer Service Supervisor: 88 hours
- Environmental Compliance Specialist – NPDES: 88 hours
- Environmental Compliance Specialist – Water Quality: 88 hours
- Field Service Supervisor: 88 hours
- Parks Supervisor (consolidate with Park Foreman): 60 hours
- Revenue Supervisor: 88 hours
- Traffic Engineer Supervisor: 104 hours
- Wastewater Supervisor: 104 hours
- Water Production Supervisor: 104 hours
- Water Utility Supervisor: 104 hours

For all new members of AMEA, hired into any of the above listed exempt classifications after December 9, 2021 – the annual allotment of administrative leave hours shall be 60 hours.

Administrative Leave shall be used or lost by December 31 of each year. In no event shall this leave be compensated upon separation of the employee from the City.

**Section 5. Bereavement Leave**

Upon request to his/her Supervisor and subject to authorization by the Human Resources Director, a full-time Association member shall be eligible to receive necessary time off, not to exceed 40 hours in any one instance, to arrange for or attend a funeral of a member of his/her immediate family. These 40 hours of bereavement leave, in any one instance, shall be with pay and shall not be chargeable to any other leave balance.

For purposes of this Section, immediate family shall mean spouse, domestic partner, child, legal guardian or legal ward, parent, grandparent, brother or sister, grandchild, stepbrother, stepsister, stepparent, stepchild, father-in-law or mother-in-law, brother-in-law or sister-in-law, daughter-in-law or son-in-law, uncle or aunt, nephew or niece.

**Section 6. Probationary Period**

If an employee is off work (whether paid or unpaid) or working in an assignment that is outside the normal assigned working duties for their classification due to injury or illness for a period of more than two (2) consecutive work weeks, the probationary period shall be extended by the length of such leave time. The extension of the probationary period shall also be applicable in cases where the employee is off work on FMLA/CFRA leave of absence.

**ARTICLE 4: HOLIDAYS**

**Section 1. Holidays Observed**

A. Subject to all other terms in this Article, the City shall recognize the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

B. Employees on a 9/80 or 4/10 work schedule shall only be compensated for City holidays occurring on the employee's regular work day. For example, if an employee's normal work schedule is Monday through Thursday, the employee will only receive compensation for holidays that fall on normally scheduled work days.

C. Employees that work a 4/10 work week schedule shall be compensated for holidays falling on their regular work days with ten (10) hours of holiday time.

D. Employees that work a 9/80 work week schedule shall be compensated for holidays falling on their regular work days based on the hours normally worked on that day of the week. For example, an employee working a 9/80 work schedule that normally works Monday through Thursday, nine (9) hours per day with alternating Fridays either being the employee's regular day off or the employee's eight (8) hour work day, if the holiday falls Monday through Thursday the employee shall receive nine (9) hours of holiday time. If the holiday falls on the Friday that the employee normally works eight (8) hours, the employee shall receive eight (8) hours of holiday time. If the holiday falls on the Friday that the employee is normally not scheduled to work, the employee will receive no holiday time.

E. Employees, other than Library employees, working a 5/40 work week schedule shall be compensated for holidays falling on their regular work days with eight (8) hours of holiday time. For employees on this work schedule, if any holiday falls on a Sunday, the following Monday shall, in lieu thereof, be deemed to be a holiday. If any holiday falls on a Saturday, the preceding Friday shall, in lieu thereof, be deemed to be a holiday.

F. Library employees working a 5/40 work week schedule shall be compensated for holidays falling on their regular work days with eight (8) hours of holiday time. For employees on this work schedule, if any deemed holiday falls on their scheduled day off, holiday time shall be compensated within the same pay period as determined by the Library Director.

Section 2. Floating Holidays

Full-time Association members shall receive 32 hours of floating holiday on July 1st of each year.

A. Full-time Association members who have been employed for less than one full year as of July 1st of any given year shall receive floating holiday on a prorated basis based on the applicable length of full-time employment.

B. Floating holidays may not be accrued in excess of 32 hours.

C. Unused floating holidays will be paid out upon separation at the Association member's current rate of pay.
Section 3. **Vacation**

A. **Initial Appointment.** Upon appointment to a position with the City, an Association member must complete six (6) months active service before they can use any accrued vacation hours.

B. **Accrual.** An Association member accrues eight (8) hours of vacation for each month of service with the City.

C. **Annual Accrual and Maximum Accrual.** The annual vacation accrual and maximum vacation accrual are indicated below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Annual Vacation Accrued</th>
<th>Subtotal</th>
<th>Maximum Vacation Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 4.99</td>
<td>96</td>
<td>96</td>
<td>272</td>
</tr>
<tr>
<td>5.0 - 5.99</td>
<td>96 + 8 = 104</td>
<td>104</td>
<td>260</td>
</tr>
<tr>
<td>6.0 - 6.99</td>
<td>96 + 16 = 112</td>
<td>112</td>
<td>280</td>
</tr>
<tr>
<td>7.0 - 7.99</td>
<td>96 + 24 = 120</td>
<td>120</td>
<td>280</td>
</tr>
<tr>
<td>8.0 - 8.99</td>
<td>96 + 32 = 128</td>
<td>128</td>
<td>280</td>
</tr>
<tr>
<td>9.0 - 9.99</td>
<td>96 + 40 = 136</td>
<td>136</td>
<td>280</td>
</tr>
<tr>
<td>10.0 - 10.99</td>
<td>96 + 48 = 144</td>
<td>144</td>
<td>360</td>
</tr>
<tr>
<td>11.0 - 11.99</td>
<td>96 + 56 = 152</td>
<td>152</td>
<td>376</td>
</tr>
<tr>
<td>12.0 - 12.99</td>
<td>96 + 64 = 160</td>
<td>160</td>
<td>392</td>
</tr>
<tr>
<td>13+</td>
<td>96 + 64 = 160</td>
<td>160</td>
<td>400</td>
</tr>
</tbody>
</table>

Vacation leave shall be accumulated as shown in the schedule above. The vacation accumulation schedule allows for the accrual of vacation leave in an amount not exceeding the number of hours of vacation leave credited for the two (2) years immediately preceding the current year’s accrual rate plus forty (40) additional hours. Vacation leave shall not be accumulated beyond these limits. Once an employee has accumulated the maximum amount, no more vacation leave will be accrued by the employee until the accrual has been reduced below this maximum accumulation.

D. **Vacation Credit.** An Association member who shall have been employed with the City continuously for a period of no less than five years and for each year of service in excess of five years shall be entitled to vacation credit. Such vacation credit shall be credited to the employee’s account on the employee’s anniversary date. The vacation credit shall be allotted according to the schedule shown above.

E. **Vacation Cash Out.** Each Association member shall be allowed a one-time cash out of up to forty (40) hours based on an employee’s annual base rate pay of vacation time to be paid in December 2023. To be eligible for vacation cash out pursuant to this paragraph, in December 2022, employees must make an irrevocable election as to the number of hours they elect to cash out. The City shall make a form available to employees to make the irrevocable election. Disbursement of the cash out shall take place on a special payroll run date of December 13, 2023.

F. **Separation from Employment.** Upon separation from employment with the City, an employee shall be paid for all unused accrued vacation hours.

**ARTICLE 5: UNIFORMS**
Section 1.  **Uniform Allowance**

A.  **Eligibility.** Effective July 1, 2018, full-time Association members required to wear a uniform shall receive an annual uniform allowance in the amount of $725.00.

B.  **Amount.** The uniform allowance shall be provided on a per pay period basis.

C.  **CalPERS Reporting.** For classic CalPERS members, the uniform allowance shall be reported to CalPERS periodically when earned. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said uniform allowance as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion. The uniform allowance is not reportable for "new members" of CalPERS as defined by Government Code Section 7522.04(f).

Section 2.  **Uniform Cleaning**

A.  **Eligibility.** Effective June 27, 2019, the City will purchase and replace uniforms for Association members required to wear a uniform.

B.  **Amount.** The City's cost for providing the cleaning of four articles of uniform clothing per week is set forth in Appendix "C".

C.  **CalPERS Reporting.** The cost of uniform cleaning shall be reported to CalPERS for each classic CalPERS member required to wear a uniform. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said uniform cleaning costs as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion. The cost of uniform cleaning is not reportable for "new members" of CalPERS as defined by Government Code Section 7522.04(f).

Section 3.  **Safety Boot Reimbursement**

A.  **Eligibility.** The safety boot reimbursement will be provided for employees for whom, in the opinion of the City Manager, such boots are necessary for safety purposes in the following classifications:

   Environmental Compliance Specialist - Water
   Environmental Compliance Specialist-NPDES
   Fleet Manager
   Utilities Landscape Maintenance Supervisor
   Parks Supervisor
   Traffic Engineering Supervisor
   Wastewater Supervisor
   Parks Superintendent
   Public Works Superintendent
   Water Production Supervisor
   Water Utility Supervisor

B.  **Amount.** The City will reimburse eligible Association members up to $150 per year.
ARTICLE 6: HEALTH BENEFITS

Section 1. Public Employees' Medical and Hospital Care Act.

The City provides health benefits through CalPERS pursuant to the Public Employees’ Medical and Hospital Care Act (PEMHCA). The City may amend or rescind its participation in the PEMHCA program at any time in the future.

Section 2. Flex Plan Contribution.

The City provides a flex plan contribution, including the PEMHCA minimum, for full-time employees to be used toward the payment of insurance premiums for medical, dental, vision, and standard supplemental life insurance plans that are offered by the City as follows:

<table>
<thead>
<tr>
<th>Plan Description</th>
<th>Monthly Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$839.06 per month</td>
</tr>
<tr>
<td>Employee plus 1 dependent</td>
<td>$1,036.61 per month</td>
</tr>
<tr>
<td>Employee plus 2 or more dependents</td>
<td>$1,251.14 per month</td>
</tr>
</tbody>
</table>

A. PEMHCA Contribution Amount. Each calendar year, CalPERS establishes the PEMHCA minimum employer contribution rate for employees enrolled in the City’s PEMHCA medical plans as set forth in Government Code Section 22892(b). The flex plan contributions listed above include the calendar year PEMHCA employer minimum contribution. Each subsequent calendar year, the City’s flex plan contribution will change to include any increase in the PEMHCA employer minimum contribution rate.

B. Unused Contributions. Employees hired before July 1, 2017, shall be paid out any unused portion of their flex plan contribution as taxable income. Employees hired after July 1, 2017, will not be paid for any unused portion of the City flex plan contribution.

C. Excess Premiums. Employees shall be required to pay the cost of flex plan premiums for their selected plans which exceed the amount of the City’s monthly contribution.

D. Opt-Out. Employees hired before July 1, 2017, electing to opt out of medical coverage offered by the City because they have provided proof of eligible alternate coverage will receive a monthly opt allowance equal to ½ of the monthly City contribution as indicated, including the PEMHCA minimum, based on the coverage level tier for the opt out medical plan selected by the employee. Employees hired on or after July 1, 2017, electing to opt out of medical coverage offered by the City, will not receive an opt out allowance in any amount, including the PEMHCA minimum.

Section 3. Retiree Medical Insurance

The City shall contribute a set monthly amount towards retiree medical insurance premiums for all employees who meet the following criteria:

A. All employees hired prior to September 10, 2001, shall be eligible for the benefit, provided they have the requisite full-time years of service with the City of Alhambra. The requisite full-time years of service can be achieved by combining all previous years of service, in other public agencies such as State, County or municipal government.

B. All Employees hired after September 10, 2001, shall be eligible for this benefit, provided they have the requisite number of years of service calculated using only continuous years of service with the City of Alhambra.

C. This benefit shall include those individuals who retire from the City of Alhambra with either a service
or disability retirement.

D. The Retiree Medical Insurance benefit shall be granted as follows:

1. **Retirees Participating in the City’s PEMHCA Medical Plan**

   a) For Employees hired prior to July 1, 2017, with 20 years of service as described above with the City of Alhambra upon retirement, the City shall contribute $260 per month, for the City flex plan contribution plus the current PEMHCA employer minimum contribution, toward their retiree medical premium provided they continue to participate in the City’s PEMHCA medical program. For those Employees who do not have enough Social Security Quarters (40) to qualify for Medicare at Medicare age, the City shall contribute $250 per month toward their retiree medical premium.

   b) For Employees hired prior to July 1, 2017, with 25 years of service as described above with the City of Alhambra upon retirement, the City shall contribute $360 per month, for the City flex plan contribution plus the PEMHCA employer minimum contribution, toward their retiree medical premium provided they continue to participate in the City’s PEMHCA medical program. For those Employees who do not have enough Social Security Quarters (40) to qualify for Medicare at Medicare age, the City shall contribute $350 per month toward their retiree medical premium.

   c) Each calendar year, CalPERS establishes the PEMHCA minimum employer contribution rate for retirees enrolled in the City’s PEMHCA retiree program as established in Government Code Section 22892(b). The City retiree medical plan contribution will change to include any increase in the PEMHCA employer minimum contribution rate.

   d) All Employees hired on or after July 1, 2017, will not receive the above-described benefits, but instead will receive the PEMHCA minimum contribution towards their retiree medical coverage.

   e) The Retiree Medical Insurance benefit will cease upon the death of the retired Confidential Employee.

2. **Retirees Not Participating in the City’s PEMHCA Medical Plan**

   a) For Employees hired prior to July 1, 2017, with 20 years of service as described above with the City of Alhambra upon retirement, the City shall contribute $260 per month toward their retiree medical premium. For those Employees who do not have enough Social Security Quarters (40) to qualify for Medicare at Medicare age, the City shall contribute $250 per month toward their retiree medical premium.

   b) For Employees hired prior to July 1, 2017, with 25 years of service as described above with the City of Alhambra upon retirement, the City shall contribute $360 per month toward their retiree medical premium. For those Employees who do not have enough Social Security Quarters (40) to qualify for Medicare at Medicare age, the City shall contribute $350 per month toward their retiree medical premium.

   c) All Employees hired on or after July 1, 2017, who do not participate in the City’s PEMHCA medical program will receive no retiree medical contribution from the City.
ARTICLE 7: RETIREMENT

Section 1. Classic Members of CalPERS

A. Application. This section shall apply to Association members who are or become members of CalPERS and who are not "new members" as defined by Government Code Section 7522.04(f) and related CalPERS membership requirements.

B. 2.7% at 55 Pension Plan. The CalPERS 2.7% at 55 pension formula shall be available to all Association members covered by this section.

C. Final Compensation Based on the Single Highest Year (Gov. Code § 20042). For purposes of determining a retirement benefit, final compensation for Association members covered by this section shall be based on the single highest year.

D. Required Employee Contribution. Effective December 14, 2017, the City shall no longer pay any portion of the employee contribution amount established by CalPERS for the 2.7% at 55 retirement benefit formula for any Association members.

E. Required Member Contribution. Effective December 14, 2017, Association members shall pay, through payroll deduction, the entire eight (8%) member contribution amount established by CalPERS for the 2.7% at 55 retirement benefit formula. Member contributions shall be made on a pre-tax basis to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

F. Contract Benefits. Additionally, the City has contracted for the following CalPERS retirement benefits:

- Pre-Retirement Option 2W Death Benefit (Gov. Code § 21548), effective July 26, 2007.
- Post-Retirement Survivor Allowance (Gov. Code § 21624 et seq.).
- Military Buyback

Section 2. New Members of CalPERS

A. Application. In accordance with the definition of "new member" set forth by Government Code Section 7522.04 and related CalPERS membership requirements, this section shall apply to any of the following:

1. An Association member who becomes a member of CalPERS 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 Association member who becomes a member of CalPERS 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 Government Code Section 7522.02(c) and related CalPERS reciprocity requirements.

3. An Association member who was an active member in CalPERS with another employer and who, after a break in service of more than six months, returns to active membership in CalPERS with the City.
B. **2% at 62 Pension Plan.** The 2% at 62 pension formula shall be available to all Association members covered by this section.

C. **Final Compensation Based on Three Year Average.** For purposes of determining a retirement benefit, final compensation for Association members covered by this section shall be based on the Association member's highest average annual pensionable compensation during a period of at least 36 consecutive months.

D. **Required Employee Contribution.** Association members covered by this section will contribute the employee contribution rate of fifty percent (50%) of normal costs as required by CalPERS for the 2% at 62 pension formula. Member contributions shall be made on a pre-tax basis to the extent permitted by the Internal Revenue Code, 26 USC Section 414(h)(2).

E. **Contract Benefits.** Additionally, the City has contracted the following CalPERS retirement benefits, which may be available to Association members covered by this section as subject to applicable laws.

- Pre-Retirement Option 2W Death Benefit (Gov. Code § 21548), effective January 1, 2013.
- Post-Retirement Survivor Allowance (Gov. Code § 21624 et seq.).

**ARTICLE 8: MISCELLANEOUS BENEFITS**

Section 1. **Tuition Reimbursement**

A. **Eligibility.** All full-time Association members are eligible for tuition reimbursement.

B. **Amount.** The City will reimburse eligible Association members up to one thousand dollars ($1,000) per fiscal year for tuition (including books, lab/material fees, electronic course materials, parking and other necessary course-related expenses) after having successfully completed academic course work that is job-related and applicable towards a college degree in a job-related field.

C. For a course to be considered "job-related" it must be an academic or vocational course taken for credit from an accredited college or university, and such course must:

1. Improve knowledge and skills for the present position or for positions of higher classification within the City, or

2. Prepare for anticipated technological changes occurring in the Association member's career field.

3. For a course to be considered "successfully completed" it means obtaining a final grade of "C" or higher.
D. **Procedure.** Eligible Association members who wish to receive tuition reimbursement must first complete a Course Approval Request form and submit it to the Department Head prior to beginning the course. The request is subject to approval by the Department Head, then by Human Resources and then the City Manager. After approval of the request and successful completion of the course, the Association member must complete a Tuition Reimbursement Request form, along with an attached copy of the grade report and receipts, and submit it to the Human Resources Department. Reimbursement requests are subject to the approval of the Human Resources Director and Finance Director. Association members may obtain the applicable forms from the City’s Human Resources Department.

**Section 2. Certifications**

The City agrees to continue existing practices pertaining to reimbursement of fees for examination, renewal and continuing education courses/units for certifications approved by the Department Director that are above and beyond certification required of the employee in their existing classification. Employees are required to successfully pass an examination for certification to qualify for reimbursement. For purposes of documenting existing practice, the parties agree that eligible certificates are limited to those types of certificates that are approved for reimbursement by a Department Head in consultation with Human Resources, with final approval by the City Manager or designee.

**Section 3. Long Term Disability Plan**

The City shall continue to provide full-time Association members a long-term disability plan in accordance with the benefits, terms and conditions specified in the plan documents. This benefit shall be provided at no cost to Association members and shall have a 90-day elimination period and shall be effective February 1, 2018.

**Section 4. State Disability Insurance**

The State Disability Insurance (SDI) plan is provided for full-time Association members. SDI is funded entirely by Association member contributions as administered through payroll deductions.

SDI payments received by an Association member may be coordinated with accrued paid leave as agreed to by the City and the Association member, and as permitted by the terms and conditions of the SDI program. In no event shall the combined total of the SDI payments plus paid leave exceed 100% of the Association member’s normal weekly gross pay.

**Section 5. Me Too Clause**

Should any non-safety represented employee group and/or unrepresented employees be granted any other salary and/or medical increase to the majority of its members, such benefit shall also be granted to AMEA represented employees.

**Section 6. Nondiscrimination Clause**

The parties mutually reaffirm their respective commitments to nondiscrimination in the treatment of any employee based on any protected status or characteristic as defined by federal and/or state law. No Association employee shall be subject to discrimination which is prohibited by applicable federal, state or local law. Furthermore, no Association employee shall be intimidated, restrained, coerced, employed, promoted, discharged or in any way favored or discriminated against because of 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.
Reports of actual or perceived incidents of discrimination, harassment, and/or retaliation will be subject to the terms of Administrative Policy V-C-17 (Harassment, Discrimination and Retaliation) (as may be subsequently revised, renamed, and/or renumbered) and all matters within the scope of that Policy will be addressed exclusively through that Policy.

ARTICLE 9: COMPLETION OF NEGOTIATION

Section 1. Complete Understanding

The terms and conditions set forth in this MOU represent the full and complete understanding between the parties. This MOU terminates and supersedes those past practices, procedures, understandings, traditions, agreements, or rules and regulations inconsistent with any matters covered in this MOU.

Section 2. Modification

Except as expressly provided in Article 9, Section 4 [Reopeners] the terms and conditions in this MOU may be altered, changed, added to, deleted, or modified, only through the voluntary mutual consent of the parties in a written agreement, executed by both parties and, if required, approved by the City Council.

Section 3. Waiver

Except as expressly provided in Article 9, Section 4 [Reopeners], the parties agree that, during the term of this MOU, neither party shall be required to meet and negotiate with regard to any subject within the scope of bargaining, whether or not referred to or covered in this MOU. Nothing shall prevent the parties from mutually agreeing to negotiate on any topic.

Section 4. Reopeners

A. Separate and apart from the above negotiations terms, to enable needed and important updates and clarifications, the parties agree to meet and confer specific to the Employer-Employee Relations Resolution, Municipal Code, Administrative Policies, Personnel Rules & Regulations and Classification Plan.

B. Parties agree that separate and apart from the above negotiation terms, the parties agree to implement a comprehensive MOU.

C. The parties agree to a limited reopener during the term of this MOU if final guidance issued by the U.S. Department of Treasury indicates that providing Premium Pay benefits to employees in this unit is not an eligible use of ARPA funds.

ARTICLE 10: SEVERABILITY AND SAVINGS

This MOU is subject to all current and future applicable federal, state and local laws, regulations and the Alhambra Charter. Provided, however, no local law which is enacted in contravention of the
provisions of the Meyers-Milias-Brown Act ("MMBA") shall affect the provisions of this MOU.

Section 1.  Savings

Should any article, section, paragraph or provision of this Agreement be declared or adjudicated unlawful, void, inoperative, or unenforceable by a court of competent jurisdiction, all remaining articles, sections, paragraphs, and provisions shall remain in full force and effect, to the extent permitted by law. As soon as both parties become aware of the decision, they shall meet to discuss the impact of the decision on the contract. Unless mutually agreed otherwise, the parties agree to meet and confer within 30 days for the purpose of agreeing to a mutually satisfactory replacement provision.

Section 2.  Statutory Changes

In the event of statutory or regulatory changes that affect the terms and conditions of this Agreement, the parties agree, upon the request of either party, to meet and negotiate the subjects of the statutory or regulatory changes.

ARTICLE 11. EMPLOYEE ORIENTATION AND DUES DEDUCTION

Section 1.  New Employee Orientation

In accordance with AB 119, the Human Resources Department shall notify the Association Board members via email when an employee is hired or promoted into this bargaining unit and provide the date, time and location of the New Employee Orientation meeting. The City shall provide reasonable release time at the end of the New Employee Orientation meeting for an Association representative to meet with the employee.

Section 2.  Dues Deductions

The Association will maintain records of employee authorizations for dues deductions. The Association will provide the City with information regarding the amount of dues deductions and the list of Association members who have affirmatively consented to or authorized dues deductions. To the extent required by the Government Code, or otherwise required by law, the City will rely on the information provided by the Association in processing dues deductions for Association members. The Association is responsible for providing the City with timely information regarding changes to Association members' dues deductions.

The Association agrees to indemnify, defend and hold harmless the City, including its officers, representatives, and agents, against any and all cost or liability arising from any claims, demands, or other actions relating to the City’s compliance with or application of provisions of this Article.

CITY OF ALHAMBRA
Dated: 2/9/2021

MARIAM LEE KO
DIRECTOR OF HUMAN RESOURCES & RISK MANAGEMENT

ALHAMBRA MANAGEMENT EMPLOYEES’ ASSOCIATION
Dated: 2/9/2021

LATOYA WATERS
AMEA PRESIDENT
<table>
<thead>
<tr>
<th>CLASSIFICATIONS</th>
<th>FLSA Status</th>
<th>Admin Leave Hours for existing AMEA members &amp; AMEA members promoting into an exempt AMEA position</th>
<th>Admin Leave Hours for New AMEA members - hired after 12/09/2021</th>
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<tbody>
<tr>
<td>Administrative Specialist</td>
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<td>80</td>
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<tr>
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<tr>
<td>Public Works Superintendent</td>
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<tr>
<td>Revenue Supervisor</td>
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<td>Water Utility Supervisor</td>
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</table>
Appendix "B"
CITY OF ALHAMBRA - SALARY SCHEDULE
## Appendix "C"
AMEA Uniform Items and Cleaning

Cost information valid as of March 2016

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Uniform Item</th>
<th>Cleaning Cost</th>
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<tbody>
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<td>• Police Administrative Manager</td>
<td>Lands 'End Sweater Cardigan</td>
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</tr>
<tr>
<td>• Records Manager</td>
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<td>Shoes</td>
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<td>Name Plate</td>
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1 All uniform items provided to AMEA members are non-safety related.